UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re: AUTOMOTIVE PARTS ANTITRUST LITIGATION	12-md-02311 Honorable Marianne O. Battani Hon. Mona Majzoub
In re: RADIATORS	2:13-cv-01002-MOB-MKM
THIS RELATES TO: ALL DEALERSHIP ACTIONS	CONSOLIDATED AMENDED CLASS ACTION COMPLAINT JURY TRIAL DEMANDED

Plaintiffs Martens Cars of Washington, Inc. ("Plaintiff Martens"); Landers Auto Group No. 1, Inc., d/b/a Landers Toyota ("Plaintiff Landers"); Hammett Motor Company, Inc. ("Plaintiff Hammett"); Superstore Automotive, Inc. ("Plaintiff Superstore"); Lee Pontiac-Oldsmobile-GMC Truck, Inc. ("Plaintiff Lee"); V.I.P. Motor Cars Ltd. ("Plaintiff V.I.P."); Desert European Motorcars, Ltd. ("Plaintiff Desert"); Dale Martens Nissan Subaru, Inc. ("Plaintiff Dale Martens"); Green Team of Clay Center Inc. ("Plaintiff Green Team"); McGrath Automotive Group, Inc. ("Plaintiff McGrath"); Table Rock Automotive, Inc., d/b/a Todd Archer Hyundai ("Plaintiff Table Rock"); Archer-Perdue, Inc., d/b/a/ Archer-Perdue Suzuki ("Plaintiff Archer-Perdue"); Bonneville and Son, Inc. ("Plaintiff Bonneville"); Holzhauer Auto and Truck Sales, Inc. ("Plaintiff Holzhauer"); Pitre, Inc., d/b/a/ Pitre Buick GMC ("Plaintiff Pitre"); Patsy Lou Chevrolet, Inc. ("Plaintiff Patsy Lou"); John Greene Chrysler Dodge Jeep, LLC ("Plaintiff John Greene"); SLT Group II, Inc., d/b/a Planet Nissan Subaru of Flagstaff ("Plaintiff Planet Nissan"); Herb Hallman Chevrolet, Inc., d/b/a/ Champion Chevrolet ("Plaintiff Champion"); Charles Daher's Commonwealth Motors, Inc., d/b/a Commonwealth Chevrolet, Commonwealth Kia, Commonwealth Honda ("Plaintiff Commonwealth Motors"); Commonwealth Volkswagen, Inc., d/b/a Commonwealth Volkswagen ("Plaintiff Commonwealth Volkswagen"); Commonwealth Nissan, Inc., d/b/a Commonwealth Nissan ("Plaintiff Commonwealth Nissan"); Ramey Motors, Inc. ("Plaintiff Ramey"); Thornhill Superstore, Inc., d/b/a Thornhill GM Superstore ("Plaintiff Thornhill"); Dave Heather Corporation, d/b/a Lakeland Toyota Honda Mazda Subaru ("Plaintiff Lakeland"); Central Salt Lake Valley GMC Enterprises, LLC, d/b/a Salt Lake Valley Buick GMC ("Plaintiff Salt Lake Valley"); Capitol Chevrolet Cadillac, Inc. ("Plaintiff Capitol Chevrolet"); Capitol Dealerships, Inc., d/b/a Capitol Toyota ("Plaintiff Capitol Toyota"); Beck Motors, Inc. ("Plaintiff Beck"); Stranger Investments d/b/a Stephen Wade Toyota ("Plaintiff Wade"); John O'Neil Johnson Toyota, LLC ("Plaintiff Johnson"); Hartley Buick GMC Truck, Inc. ("Plaintiff Hartley"); Lee Oldsmobile-Cadillac, Inc. d/b/a Lee Honda ("Plaintiff Lee Honda"); Lee Auto Malls-Topsham, Inc. d/b/a Lee Toyota of Topsham ("Plaintiff Topsham"); Landers of Hazelwood, LLC d/b/a Landers Toyota of Hazelwood ("Plaintiff Hazelwood"); Cannon Chevrolet – Oldsmobile – Cadillac – Nissan, Inc. ("Plaintiff Cannon"); Cannon Nissan of Jackson, LLC ("Plaintiff Cannon Nissan"); Hudson Charleston Acquisition, LLC d/b/a Hudson Nissan ("Plaintiff Hudson Nissan"); HC Acquisition, LLC d/b/a Toyota of Bristol ("Plaintiff Bristol"); Shearer Automotive Enterprises III, Inc. ("Plaintiff Shearer"); Apex Motor Company ("Plaintiff Apex"); HC Acquisition, LLC d/b/a Toyota of Bristol ("Plaintiff Bristol Toyota"), Hodges Imported Cars, Inc. d/b/a Hodges Subaru ("Plaintiff Hodges"); Scotland Car Yard Enterprises d/b/a San Rafael Mitsubishi ("Plaintiff San Rafael"); Panama City Automotive Group, Inc. d/b/a John Lee Nissan ("Plaintiff John Lee"); and Empire Nissan of Santa Rosa, LLC ("Plaintiff Empire Nissan") (collectively "Plaintiffs") file this Class Action Complaint on behalf of themselves and all others similarly situated (the "Classes" as defined below).

Plaintiffs bring this class action for damages, injunctive relief, and other relief pursuant to federal antitrust laws and state antitrust, unfair competition, and consumer protection laws, demand a trial by jury, and allege as follows:

NATURE OF ACTION

1. Plaintiffs bring this lawsuit as a proposed class action against the Defendants (defined below), manufacturers and suppliers of Radiators (defined below) globally and in the United States, for engaging in a long-running conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of, these products, which were sold to automobile manufacturers in the United States and elsewhere. The Defendants' conspiracy successfully targeted the United States automotive industry, raising prices for car manufacturers, car and truck dealers, and consumers.

2. "Radiators," which include radiator fans, are devices that help to prevent automotive vehicles from overheating. Radiators are a form of heat exchanger, usually filled with a combination of water and antifreeze, which extracts heat from inside the engine block and includes an electrical fan, which forces cooler outside air into the main portion of the radiator. The radiator indirectly exposes coolant, heated by traveling through the engine block, to cool air as the vehicle moves. Radiators are replaced when a vehicle consistently overheats.

3. The "Class Period" refers to January 2000 to the present.

4. The Defendants manufacture, market, and sell Radiators throughout the United States and in other countries. Vehicles[1] containing Radiators, as well as Radiators themselves, made by Defendants, are sold in every state of the United States and the District of Columbia. The manufacture and sale of Radiators is a $3.35 billion dollar industry in the United States. The

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[1] "Vehicles," "automobiles," or "cars," as used in this Complaint, mean any new vehicles bought by automobile dealers throughout the United States, including but not limited to sedans, trucks, and sport utility vehicles.

Defendants and other co-conspirators (as yet unknown) agreed, combined, and conspired to rig bids for, and to fix, stabilize, and maintain the prices of Radiators.

5. The U.S. Department of Justice's ("DOJ") Antitrust Division is currently conducting a broad criminal investigation into illegal price fixing and bid rigging in the automotive parts industry. As part of its criminal investigation, the DOJ is seeking information about unlawful anticompetitive conduct in the market for a number of different but related automotive parts, and the Federal Bureau of Investigation ("FBI") has participated in raids, pursuant to search warrants, carried out in the offices of a number of major competitors in the automotive parts industry. The automotive parts investigation is the largest criminal investigation the Antitrust Division has ever pursued, both in terms of its scope and the potential volume of commerce affected by the alleged illegal conduct. The ongoing cartel investigation of price-fixing and bid-rigging in the automobile parts industry has yielded approximately $2.3 billion in criminal fines. On September 26, 2013, the DOJ announced that Defendant T.RAD Co., Ltd. agreed to plead guilty and pay a $13.75 million criminal fine for its role in a conspiracy to rig bids for, and to fix, stabilize, and maintain the prices of automotive parts, including Radiators, sold to automobile manufacturers in the United States and elsewhere.

6. On the same day, the DOJ announced that Defendant Mitsuba Corporation agreed to plead guilty and to pay a $135 million criminal fine for its role in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of certain automotive parts installed in automobiles sold in the United States and elsewhere.

7. Defendant Mitsuba Corporation's guilty plea defines automotive parts to include, among other parts, radiator fans. Pursuant to its guilty plea, Mitsuba Corporation and its subsidiaries have pledged to cooperate in the DOJ's automotive parts investigation, including

with respect to radiator fans. Mitsuba Corporation's guilty plea further provides that in exchange for it and its subsidiaries' cooperation in the DOJ's automotive parts investigation, including with respect to radiator fans, the DOJ will refrain from criminally prosecuting Mitsuba and its subsidiaries for price-fixing certain automotive parts, including radiator fans.

8. Competition authorities in Japan and possibly elsewhere, have been investigating a conspiracy in the market for Radiators since at least July 2011 and the Japanese Fair Trade Commission ("JFTC") has raided the offices of Defendants. The European Commission Competition Authority ("EC") has also conducted dawn raids at the European offices of several automotive parts manufacturers.

9. On November 22, 2012 the JFTC handed down fines totaling $41.3 million against various automotive parts manufacturers, including an $8.2 million fine against Defendant T. RAD Co., Ltd. and a $2.3 million fine against Defendant Calsonic Kansei Corporation, for violating antitrust laws by forming a cartel to fix prices for automotive parts including Radiators. On November 22, 2012 the JFTC also announced cease-and-desist orders against the violating companies, including T.RAD Co., Ltd. and Calsonic Kansei Corporation, requiring them to (i) immediately pass resolutions that they would terminate any illegal conduct, (ii) contact any automobile maker who may have purchased their parts through collusive bidding processes, and (iii) implement employee compliance programs. According to the JFTC, fellow conspirator Defendant DENSO Corp. also violated antitrust laws, but did not receive a cease-and-desist order.

10. The Defendants and their co-conspirators participated in a combination and conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Radiators sold to automobile

manufacturers and others in the United States. The combination and conspiracy engaged in by the Defendants and their co-conspirators was in unreasonable restraint of interstate and foreign trade and commerce in violation of the Sherman Antitrust Act, 15 U.S.C. § 1, and state antitrust, unfair competition, and consumer protection laws.

11. As a direct result of the anti-competitive and unlawful conduct alleged herein, Plaintiffs and the Class paid artificially inflated prices for Radiators and for vehicles containing Radiators. Plaintiffs and the members of the Classes have thereby suffered antitrust injury to their business or property.

JURISDICTION AND VENUE

12. Plaintiffs bring this action under Section 16 of the Clayton Act (15 U.S.C. § 26) to secure equitable and injunctive relief against Defendants for violating Section 1 of the Sherman Act (15 U.S.C. § 1). Plaintiffs also assert claims for actual and exemplary damages pursuant to state antitrust, unfair competition, and consumer protection laws, and seek to obtain restitution, recover damages, and secure other relief against Defendants for violation of those state laws. Plaintiffs and the Classes also seek attorneys' fees, costs, and other expenses under federal and state law.

13. This Court has jurisdiction over the subject matter of this action pursuant to Section 16 of the Clayton Act (15 U.S.C. § 26), Section 1 of the Sherman Act (15 U.S.C. § 1), and Title 28, United States Code, Sections 1331 and 1337. This Court has subject matter jurisdiction over the state law claims in this action, pursuant to 28 U.S.C. §§ 1332(d), because this is a class action in which the matter or controversy exceeds the sum of $5,000,000, exclusive of interests and costs, and in which some members of the proposed Classes are citizens of different states and Defendants are citizens of foreign states.

14. This Court also has supplemental jurisdiction of the state law claims asserted herein pursuant to 28 U.S.C. § 1367 because they are so related to the claims asserted in this action over which the Court has original jurisdiction that they form part of the same case or controversy.

15. Venue is proper in this district pursuant to Section 12 of the Clayton Act (15 U.S.C. § 22), and 28 U.S.C. §§ 1391 (b), (c), and (d), because a substantial part of the events giving rise to Plaintiffs' claims occurred in this district, a substantial portion of the affected interstate trade and commerce discussed below has been carried out in this district, and one or more of the Defendants are doing business in, had agents in, or are found or transact business in this district.

16. This Court has *in personam* jurisdiction over each of the Defendants because each Defendant, either directly or through the ownership and/or control of its United States subsidiaries, *inter alia:* (a) transacted business in the United States, including in this district; (b) directly or indirectly sold or marketed substantial quantities of Radiators throughout the United States that were specifically designed for vehicles that were intended to be sold in the United States, including in this district; (c) had substantial aggregate contacts with the United States as a whole, including in this district; (d) was through its own actions and through the actions of its co-conspirators, engaged in an illegal price-fixing conspiracy that was directed at, and had a direct, substantial, reasonably foreseeable and intended effect of causing injury to, the business or property of persons and entities residing in, located in, or doing business throughout the United States; and/or (e) engaged in actions in furtherance of an illegal conspiracy in this district either itself or through its co-conspirators. Defendants also conduct business throughout the United

States, including in this district, and they have purposefully availed themselves of the laws of the United States and this district.

17. Defendants engaged in conduct both inside and outside of the United States that caused direct, substantial, reasonably foreseeable, and intended anti-competitive effects upon interstate commerce within the United States and upon import trade and commerce into the United States.

18. The activities of Defendants and their co-conspirators were within the flow of, were intended to have, and did have, a substantial effect on interstate commerce of the United States. Defendants' products are sold in the flow of interstate commerce.

19. Radiators manufactured abroad by Defendants and sold for use in automobiles either manufactured in the United States or manufactured abroad and sold in the United States are goods brought into the United States for sale and, therefore, constitute import commerce. To the extent any Radiators are purchased in the United States, and such Radiators do not constitute import commerce, Defendants' unlawful activities with respect thereto, as more fully alleged herein during the Class Period, had, and continue to have, a direct, substantial, and reasonably foreseeable effect on United States commerce. The anticompetitive conduct, and its effect on United States commerce described herein, proximately caused antitrust injury to Plaintiffs and members of the Classes in the United States.

20. By reason of the unlawful activities hereinafter alleged, Defendants substantially affected commerce throughout the United States, causing injury to Plaintiffs and members of the Classes. Defendants, directly and through their agents, engaged in activities affecting all states, to fix or inflate prices of Radiators, and that conspiracy unreasonably restrained trade and adversely affected the market for Radiators.

21. Defendants' conspiracy and wrongdoing described herein adversely affected automobile dealers in the United States who purchased Radiators and vehicles containing Radiators, including Plaintiffs and the Classes.

PARTIES

Plaintiffs

22. Plaintiff Hammett is a Mississippi corporation with its principal place of business in Durant, Mississippi. Plaintiff Hammett is an authorized Ford dealer who sells Ford-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

23. During the Class Period Plaintiff Hammett purchased vehicles containing Radiators manufactured by Defendants or their co-conspirators. Plaintiff Hammett also purchased Radiators, manufactured by Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Hammett purchased and received both the afore-mentioned vehicles and Radiators in Mississippi. Plaintiff Hammett has also displayed, sold, serviced, and advertised its vehicles in Mississippi during the Class Period.

24. Plaintiff Landers is an Arkansas corporation with its principal place of business in Little Rock, Arkansas. Plaintiff Landers is an authorized Toyota dealer who sells Toyota-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

25. During the Class Period Plaintiff Landers purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Landers also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for

its repair and service business, during the Class Period. Plaintiff Landers purchased and received both the afore-mentioned vehicles and Radiators in Arkansas. Plaintiff Landers has also displayed, sold, serviced, and advertised its vehicles in Arkansas during the Class Period.

26. Plaintiff Superstore is a Minnesota company, with its principal place of business in White Bear Lake, Minnesota. Plaintiff Superstore is an authorized Buick/GMC dealer, doing business under the name White Bear Lake Superstore. Plaintiff Superstore sells Buick- and GMC-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

27. During the Class Period Plaintiff Superstore purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Superstore also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Superstore purchased and received both the afore-mentioned vehicles and Radiators in Minnesota. Plaintiff Superstore has also displayed, sold, serviced, and advertised its vehicles in Minnesota during the Class Period.

28. Plaintiff Lee is a Florida corporation, with its principal place of business in Fort Walton Beach, Florida. Plaintiff Lee is presently an authorized GMC dealer. During the Class Period, Plaintiff Lee was also an authorized Pontiac, Oldsmobile and Jeep dealer. Plaintiff Lee sells GMC-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators. During the Class Period, Plaintiff sold Pontiac-, Oldsmobile-, and Jeep-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-

conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

29. During the Class Period Plaintiff Lee purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Lee also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Lee purchased and received both the afore-mentioned vehicles and Radiators in Florida. Plaintiff Lee has also displayed, sold, serviced, and advertised its vehicles in Florida during the Class Period.

30. Plaintiff V.I.P. is a California company with its principal place of business in Palm Springs, California. Plaintiff VIP is an authorized Mercedes, BMW, Infiniti, and Hyundai dealer who sells Mercedes-, BMW-, Infiniti-, and Hyundai-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

31. During the Class Period Plaintiff V.I.P. purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff V.I.P. also purchased Radiators, for its repair and service business, during the Class Period. Plaintiff V.I.P. purchased and received both the afore-mentioned vehicles and Radiators in California. Plaintiff V.I.P. has also displayed, sold, serviced, and advertised its vehicles in California during the Class Period.

32. Plaintiff Desert is a California company, with its principal place of business in Rancho Mirage, California. Plaintiff Desert is an authorized Rolls Royce, Bentley, Aston Martin, Maserati, Porsche, Jaguar, Land Rover, Audi, Lotus, and Spyker dealer who sells Rolls Royce-, Bentley-, Aston Martin-, Maserati-, Porsche-, Jaguar-, Land Rover-, Audi-, Lotus-, and

Spyker-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

33. During the Class Period, Plaintiff Desert purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Desert also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Desert purchased and received both the afore-mentioned vehicles and Radiators in California. Plaintiff Desert has also displayed, sold, serviced, and advertised its vehicles in California during the Class Period.

34. Plaintiff Dale Martens was a Kansas corporation, with its principal place of business in Lawrence, Kansas during the Class Period. Plaintiff Dale Martens was an authorized Nissan and Subaru dealer during the Class Period, who, during the Class Period, sold Nissan- and Subaru-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

35. During the Class Period Plaintiff Dale Martens purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Dale Martens also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Dale Martens purchased and received both the afore-mentioned vehicles and Radiators in Kansas. Plaintiff Dale Martens has also displayed, sold, serviced, and advertised its vehicles in Kansas during the Class Period.

36. Plaintiff Green Team is a Kansas corporation, with its principal place of business in Clay Center, Kansas. Plaintiff Green Team is an authorized Chrysler, Jeep, Dodge, and Ram dealer, who sells Chrysler-, Jeep-, Dodge-, and Ram-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

37. During the Class Period Plaintiff Green Team purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Green Team also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Green Team purchased and received both the afore-mentioned vehicles and Radiators in Kansas. Plaintiff Green Team has also displayed, sold, serviced, and advertised its vehicles in Kansas during the Class Period.

38. Plaintiff McGrath is a Delaware corporation, with its principal place of business in Cedar Rapids, Iowa. Plaintiff McGrath is an authorized Buick, GMC, Chevrolet, Chrysler, Dodge, Jeep, Ram, Kia, and Cadillac dealer, who sells Buick-, GMC-, Chevrolet-, Chrysler-, Dodge-, Jeep-, Ram-, Kia-, and Cadillac-brand cars containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

39. During the Class Period Plaintiff McGrath purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff McGrath also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff McGrath purchased and

received both the afore-mentioned vehicles and Radiators in Iowa. Plaintiff McGrath has also displayed, sold, serviced, and advertised its vehicles in Iowa during the Class Period.

40. Plaintiff Table Rock is a Nebraska corporation, with its principal place of business in Bellevue, Nebraska. Plaintiff Table Rock is an authorized Hyundai dealer, who sells Hyundai-brand cars containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

41. During the Class Period Plaintiff Table Rock purchased vehicles containing Radiators manufactured one or more Defendants or their co-conspirators. Plaintiff Table Rock also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Table Rock purchased and received both the afore-mentioned vehicles and Radiators in Nebraska. Plaintiff Table Rock has also displayed, sold, serviced, and advertised its vehicles in Nebraska during the Class Period.

42. Plaintiff Archer-Perdue is a Nebraska corporation, with its principal place of business in Omaha, Nebraska. Plaintiff Archer-Perdue is an authorized Suzuki dealer, who, during the Class Period, has sold Suzuki-brand cars containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

43. During the Class Period Plaintiff Archer-Perdue purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Archer-Perdue also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Archer-Perdue purchased and received both the afore-mentioned vehicles and Radiators in Nebraska. Plaintiff

Archer-Perdue has also displayed, sold, serviced, and advertised its vehicles in Nebraska during the Class Period.

44. Plaintiff Bonneville is a New Hampshire corporation, with its principal place of business in Manchester, New Hampshire. Plaintiff Bonneville is an authorized Dodge, Chrysler, Jeep, and Ram dealer, who sells Chrysler-, Dodge-, Jeep-, and Ram-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

45. During the Class Period Plaintiff Bonneville purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Bonneville also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Bonneville purchased and received both the afore-mentioned vehicles and Radiators in New Hampshire. Plaintiff Bonneville has also displayed, sold, serviced, and advertised its vehicles in New Hampshire during the Class Period.

46. Plaintiff Holzhauer is a Delaware corporation, with its principal place of business in Nashville, Illinois. Plaintiff Holzhauer is an authorized Dodge, Chrysler, and Jeep dealer, who sells Dodge-, Chrysler-, and Jeep-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

47. During the Class Period Plaintiff Holzhauer purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Holzhauer also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Holzhauer purchased and

received both the afore-mentioned vehicles and Radiators in Illinois. Plaintiff Holzhauer has also displayed, sold, serviced, and advertised its vehicles in Illinois during the Class Period.

48. Plaintiff Pitre is a New Mexico corporation, with its principal place of business in Albuquerque, New Mexico. Plaintiff Pitre is an authorized Buick and GMC dealer, who sells Buick- and GMC-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

49. During the Class Period Plaintiff Pitre purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Pitre also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Pitre purchased and received both the afore-mentioned vehicles and Radiators in New Mexico. Plaintiff Pitre has also displayed, sold, serviced, and advertised its vehicles in New Mexico during the Class Period.

50. Plaintiff Patsy Lou is a Michigan corporation, with its principal place of business in Flint, Michigan. Plaintiff Patsy Lou is an authorized Chevrolet dealer, who sells Chevrolet-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

51. During the Class Period Plaintiff Patsy Lou purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Patsy Lou also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Patsy Lou purchased and

received both the afore-mentioned vehicles and Radiators in Michigan. Plaintiff Patsy Lou has also displayed, sold, serviced, and advertised its vehicles in Michigan during the Class Period.

52. Plaintiff John Greene is a North Carolina corporation, with its principal place of business in Morganton, North Carolina. Plaintiff John Greene is an authorized Chrysler, Dodge, Jeep, and Ram dealer, who sells Chrysler-, Dodge-, Jeep-, and Ram-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

53. During the Class Period Plaintiff John Greene purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff John Greene also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff John Greene purchased and received both the afore-mentioned vehicles and Radiators in North Carolina. Plaintiff John Greene has also displayed, sold, serviced, and advertised its vehicles in North Carolina during the Class Period.

54. Plaintiff Planet Nissan is an Arizona corporation, with its principal place of business in Flagstaff, Arizona. Plaintiff Planet Nissan is an authorized Nissan and Subaru dealer, who sells Nissan- and Subaru-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

55. During the Class Period Plaintiff Planet Nissan purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Planet Nissan also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Planet Nissan

purchased and received both the afore-mentioned vehicles and Radiators in Arizona. Plaintiff Planet Nissan has also displayed, sold, serviced, and advertised its vehicles in Arizona during the Class Period.

56. Plaintiff Champion is a Nevada corporation, with its principal place of business in Reno, Nevada. Plaintiff Champion is an authorized Chevrolet dealer, who sells Chevrolet-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

57. During the Class Period Plaintiff Champion purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Champion also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Champion purchased and received both the afore-mentioned vehicles and Radiators in Nevada. Plaintiff Champion has also displayed, sold, serviced, and advertised its vehicles in Nevada during the Class Period.

58. Plaintiff Commonwealth Motors is a Delaware corporation, with its principal place of business in Lawrence, Massachusetts. Plaintiff Commonwealth Motors is an authorized Chevrolet, Honda, and Kia dealer, who sells Chevrolet-, Honda-, and Kia-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

59. During the Class Period Plaintiff Commonwealth Motors purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Commonwealth Motors also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff

Commonwealth Motors purchased and received both the afore-mentioned vehicles and Radiators in Massachusetts. Plaintiff Commonwealth Motors has also displayed, sold, serviced, and advertised its vehicles in Massachusetts during the Class Period.

60. Plaintiff Commonwealth Nissan is a Massachusetts corporation with its principal place of business in the Lawrence, Massachusetts. Plaintiff Commonwealth Nissan is an authorized Nissan dealer, who sells Nissan-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

61. During the Class Period Plaintiff Commonwealth Nissan purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Commonwealth Nissan also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Commonwealth Nissan purchased and received both the afore-mentioned vehicles and Radiators in Massachusetts. Plaintiff Commonwealth Nissan has also displayed, sold, serviced, and advertised its vehicles in Massachusetts during the Class Period.

62. Plaintiff Commonwealth Volkswagen is a Massachusetts corporation with its principal place of business in Lawrence, Massachusetts. Plaintiff Commonwealth Volkswagen is an authorized Volkswagen dealer, who sells Volkswagen-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

63. During the Class Period Plaintiff Commonwealth Volkswagen purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Commonwealth Volkswagen also purchased Radiators, manufactured by one or more

Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Commonwealth Volkswagen purchased and received both the afore-mentioned vehicles and Radiators in Massachusetts. Plaintiff Commonwealth Volkswagen has also displayed, sold, serviced and advertised its vehicles in Massachusetts during the Class Period.

64. Plaintiff Ramey is a West Virginia company with its principal place of business in Princeton, West Virginia. Plaintiff Ramey is an authorized Toyota, Chrysler, Dodge, Jeep, and Ram dealer, who sells Toyota-, Chrysler-, Dodge-, Jeep-, and Ram-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

65. During the Class Period Plaintiff Ramey purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Ramey also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Ramey purchased and received both the afore-mentioned vehicles and Radiators in West Virginia. Plaintiff Ramey has also displayed, sold, serviced, and advertised its vehicles in West Virginia during the Class Period.

66. Plaintiff Thornhill is a West Virginia corporation, with its principal place of business in Chapmanville, West Virginia. Plaintiff Thornhill is an authorized Chevrolet, Buick, and GMC dealer, who sells Chevrolet-, Buick-, and GMC-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

67. During the Class Period Plaintiff Thornhill purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Thornhill also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for

its repair and service business, during the Class Period. Plaintiff Thornhill purchased and received both the afore-mentioned vehicles and Radiators in West Virginia. Plaintiff Thornhill has also displayed, sold, serviced, and advertised its vehicles in West Virginia during the Class Period.

68. Plaintiff Lakeland is a Wisconsin corporation with its principal place of business in Sheboygan, Wisconsin. Plaintiff Lakeland is an authorized Toyota, Honda, Mazda, and Subaru dealer who sells Toyota- Honda-, Mazda-, and Subaru-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

69. During the Class Period Plaintiff Lakeland purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Lakeland also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Lakeland purchased and received both the afore-mentioned vehicles and Radiators in Wisconsin. Plaintiff Lakeland has also displayed, sold, serviced, and advertised its vehicles in Wisconsin during the Class Period.

70. Plaintiff Salt Lake Valley is a Utah company, with its principal place of business in Salt Lake City, Utah. Plaintiff Salt Lake Valley is an authorized Buick and GMC dealer, who sells Buick- and GMC-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

71. During the Class Period Plaintiff Salt Lake Valley purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Salt Lake Valley also purchased Radiators, manufactured by one or more Defendants or their co-

conspirators, for its repair and service business, during the Class Period. Plaintiff Salt Lake Valley purchased and received both the afore-mentioned vehicles and Radiators in Utah. Plaintiff Salt Lake Valley has also displayed, sold, serviced, and advertised its vehicles in Utah during the Class Period.

72. Plaintiff Capitol Chevrolet is an Oregon corporation, with its principal place of business in Salem, Oregon. Plaintiff Capitol Chevrolet is an authorized Chevrolet, Cadillac, and Subaru dealer, who sells Chevrolet-, Cadillac-, and Subaru-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

73. During the Class Period Plaintiff Capitol Chevrolet purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Capitol Chevrolet also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Capitol Chevrolet purchased and received both the afore-mentioned vehicles and Radiators in Oregon. Plaintiff Capitol Chevrolet has also displayed, sold, serviced, and advertised its vehicles in Oregon during the Class Period.

74. Plaintiff Capitol Toyota is an Oregon corporation with its principal place of business in Salem, Oregon. Plaintiff Capitol Toyota is an authorized Toyota dealer, who sells Toyota-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

75. During the Class Period Plaintiff Capitol Toyota purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Capitol

Toyota also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Capitol Toyota purchased and received both the afore-mentioned vehicles and Radiators in Oregon. Plaintiff Capitol Toyota has also displayed, sold, serviced, and advertised its vehicles in Oregon during the Class Period.

76. Plaintiff Beck is a South Dakota corporation, with its principal place of business in Pierre, South Dakota. Plaintiff Beck is an authorized Chevrolet and Cadillac dealer, who sells Chevrolet- and Cadillac-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

77. During the Class Period Plaintiff Beck purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Beck also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Beck purchased and received both the afore-mentioned vehicles and Radiators in South Dakota. Plaintiff Beck has also displayed, sold, serviced, and advertised its vehicles in South Dakota during the Class Period.

78. Plaintiff Martens is a Maryland corporation that had its principal place of business in the District of Columbia during the Class Period. During the Class Period Plaintiff Martens was an authorized Volvo and Volkswagen dealer who sold Volvo- and Volkswagen-brand vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators, as well as Radiators manufactured by one or more of the Defendants or their co-conspirators.

79. During the Class Period Plaintiff Martens purchased vehicles containing Radiators manufactured by one or more of the Defendants or their co-conspirators. Plaintiff Martens also purchased Radiators, manufactured by one or more of the Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Martens purchased and received both the afore-mentioned vehicles and Radiators in the District of Columbia. Plaintiff Martens has also displayed, sold, serviced, and advertised its vehicles in the District of Columbia during the Class Period.

80. Plaintiff Wade is a Utah corporation, with its principal place of business in St. George, Utah. Plaintiff Wade is an authorized Toyota dealer, who sells Toyota-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

81. During the Class Period Plaintiff Wade purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Wade also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Wade purchased and received both the afore-mentioned vehicles and Radiators in Utah. Plaintiff Wade has also displayed, sold, serviced, and advertised its vehicles in Utah during the Class Period.

82. Plaintiff Johnson is a Mississippi limited liability company, with its principal place of business in Meridian, Mississippi. Plaintiff Johnson is an authorized Toyota dealer, who sells Toyota-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

83. During the Class Period Plaintiff Johnson purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Johnson

also purchased Radiators manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Johnson purchased and received both the afore-mentioned vehicles and Radiators in Mississippi. Plaintiff Johnson has also displayed, sold, serviced, and advertised its vehicles in Mississippi during the Class Period.

84. Plaintiff Hartley is a New York corporation, with its principal place of business in Jamestown, New York. During the Class Period, Plaintiff Hartley has been an authorized Honda, Buick, Pontiac, and GM dealer, who sold Honda-, Buick-, Pontiac-, and GM-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

85. During the Class Period Plaintiff Hartley purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Hartley also purchased Radiators manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Hartley purchased and received both the afore-mentioned vehicles and Radiators in New York. Plaintiff Hartley has also displayed, sold, serviced, and advertised its vehicles in New York during the Class Period.

86. Plaintiff Lee Honda is a Maine corporation, with its principal place of business in Auburn, Maine. Plaintiff Lee Honda is an authorized Honda dealer, who sells Honda-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

87. During the Class Period Plaintiff Lee Honda purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Lee Honda also purchased Radiators manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Lee Honda purchased and

received both the afore-mentioned vehicles and Radiators in Maine. Plaintiff Lee Honda has also displayed, sold, serviced, and advertised its vehicles in Maine during the Class Period.

88. Plaintiff Topsham is a Maine corporation, with its principal place of business in Topsham, Maine. Plaintiff Topsham is an authorized Toyota dealer, who sells Toyota-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

89. During the Class Period Plaintiff Topsham purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Topsham also purchased Radiators manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Topsham purchased and received both the afore-mentioned vehicles and Radiators in Maine. Plaintiff Topsham has also displayed, sold, serviced, and advertised its vehicles in Maine during the Class Period.

90. Plaintiff Hazelwood is an Arkansas corporation, with its principal place of business in Hazelwood, Missouri. Plaintiff Hazelwood is an authorized Toyota dealer, who sells Toyota-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

91. During the Class Period Plaintiff Hazelwood purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Hazelwood also purchased Radiators manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Hazelwood purchased and received both the afore-mentioned vehicles and Radiators in Arkansas. Plaintiff Hazelwood has also displayed, sold, serviced, and advertised its vehicles in Arkansas during the Class Period.

92. Plaintiff Cannon is a Mississippi corporation, with its principal place of business in Greenwood, Mississippi. Plaintiff Cannon is an authorized Chevrolet and Cadillac dealer, who sells Chevrolet- and Cadillac-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

93. During the Class Period Plaintiff Cannon purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Cannon also purchased Radiators manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Cannon purchased and received both the afore-mentioned vehicles and Radiators in Mississippi. Plaintiff Cannon has also displayed, sold, serviced, and advertised its vehicles in Mississippi during the Class Period.

94. Plaintiff Cannon Nissan is a Mississippi limited liability company with its principal place of business in Jackson, Mississippi. Plaintiff Cannon is an authorized Nissan dealer, who sells Nissan-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

95. During the Class Period Plaintiff Cannon Nissan purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Cannon Nissan also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Cannon purchased and received both the afore-mentioned vehicles and Radiators in Mississippi. Plaintiff Cannon has also displayed, sold, serviced, and advertised its vehicles in Mississippi during the Class Period.

96. Plaintiff Hudson Nissan is a South Carolina limited liability company with its principal place of business in North Charleston, South Carolina. Plaintiff Hudson Nissan is an authorized Nissan dealer, who sells Nissan-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

97. During the Class Period Plaintiff Hudson Nissan purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Hudson Nissan also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Hudson Nissan purchased and received both the afore-mentioned vehicles and Radiators in South Carolina. Plaintiff Hudson Nissan has also displayed, sold, serviced, and advertised its vehicles in South Carolina during the Class Period.

98. Plaintiff Bristol is a Tennessee limited liability company with its principal place of business in Bristol, Tennessee. Plaintiff Bristol is an authorized Toyota dealer, who sells Toyota- brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

99. During the Class Period Plaintiff Bristol purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Bristol also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Bristol purchased and received both the afore-mentioned vehicles and Radiators in Tennessee. Plaintiff Bristol has also displayed, sold, serviced, and advertised its vehicles in Tennessee during the Class Period.

100. Plaintiff Shearer is a Vermont Corporation with its principal place of business in Rutland, Vermont. Plaintiff Shearer is an authorized Honda dealer, who sells Honda-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

101. During the Class Period Plaintiff Shearer purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Shearer also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Shearer purchased and received both the afore-mentioned vehicles and Radiators in Vermont. Plaintiff Shearer has also displayed, sold, serviced, and advertised its vehicles in Vermont during the Class Period.

102. Plaintiff Apex is a Vermont Corporation with its principal place of business in South Burlington, Vermont. Plaintiff Apex is an authorized Acura dealer, who sells Acura-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

103. During the Class Period Plaintiff Apex purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Apex also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Apex purchased and received both the afore-mentioned vehicles and Radiators in Vermont. Plaintiff Apex has also displayed, sold, serviced, and advertised its vehicles in Vermont during the Class Period.

104. Plaintiff Bristol Toyota is a Tennessee limited liability company with its principal place of business in Bristol, Tennessee. Plaintiff Bristol Toyota is an authorized Toyota dealer that purchased Toyota-brand cars containing Radiators manufactured by the Defendants or their

co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators during the Class Period.

105. During the Class Period Plaintiff Bristol Toyota purchased vehicles containing Radiators manufactured by the Defendants or their co-conspirators. Plaintiff Bristol Toyota also purchased Radiators, manufactured by the Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Bristol Toyota purchased and received both the afore-mentioned vehicles and Radiators in Tennessee. Plaintiff Bristol Toyota has also displayed, sold, serviced, and advertised its vehicles in Tennessee during the Class Period.

106. Plaintiff Hodges is a Michigan corporation with its principal place of business in Ferndale, Michigan. Plaintiff Hodges is an authorized Subaru dealer that purchased Subaru-brand cars containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators during the Class Period.

107. During the Class Period Plaintiff Hodges purchased vehicles containing Radiators manufactured by the Defendants or their co-conspirators. Plaintiff Hodges also purchased Radiators, manufactured by the Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Hodges purchased and received both the afore-mentioned vehicles and Radiators in Michigan. Plaintiff Hodges has also displayed, sold, serviced, and advertised its vehicles in Michigan during the Class Period.

108. Plaintiff San Rafael is a California corporation with its principal place of business in San Rafael, California. Plaintiff San Rafael is an authorized dealer of Mitsubishi-brand Vehicles, who sells Mitsubishi-brand vehicles containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

109. During the Class Period, Plaintiff San Rafael purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff San Rafael also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff San Rafael purchased and received both the afore-mentioned vehicles and Radiators in California. Plaintiff San Rafael has also displayed, sold, serviced, and advertised its Vehicles in California during the Class Period.

110. Plaintiff John Lee is a Florida corporation with its principal place of business in Panama City, Florida. Plaintiff John Lee is an authorized dealer of Nissan-brand Vehicles, who sells Nissan-brand vehicles containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

111. During the Class Period, Plaintiff John Lee purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff John Lee also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff John Lee purchased and received both the afore-mentioned vehicles and Radiators in Florida. Plaintiff John Lee has also displayed, sold, serviced, and advertised its Vehicles in Florida during the Class Period.

112. Plaintiff Empire Nissan is a California limited liability company with its principal place of business in Santa Rosa, California. Plaintiff Empire Nissan is an authorized dealer of Nissan-brand Vehicles, who sells Nissan-brand vehicles containing Radiators manufactured by the Defendants or their co-conspirators, as well as Radiators manufactured by the Defendants or their co-conspirators.

113. During the Class Period, Plaintiff Empire Nissan purchased vehicles containing Radiators manufactured by one or more Defendants or their co-conspirators. Plaintiff Empire

Nissan also purchased Radiators, manufactured by one or more Defendants or their co-conspirators, for its repair and service business, during the Class Period. Plaintiff Empire Nissan purchased and received both the afore-mentioned vehicles and Radiators in California. Plaintiff Empire Nissan has also displayed, sold, serviced, and advertised its Vehicles in California during the Class Period.

Defendants

114. Defendant Calsonic Kansei Corporation ("Calsonic") is a Japanese corporation with its principal place of business in Saitama, Japan. Calsonic – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and/or Class members. It describes itself as having "a global network with its center in Japan and with emphasis on North America, Europe, China and Asia."

115. Defendant Calsonic Kansei North America, Inc. ("Calsonic North America") is a Delaware corporation with its principal place of business in Shelbyville, Tennessee. It is a subsidiary of and wholly owned and/or controlled by its parent, Defendant Calsonic Kansei Corporation. Defendant Calsonic North America – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed, and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and/or Class members. At all times during the Class Period, the activities of Calsonic North America were under the control and direction of Calsonic which controlled its policies, sales, and finances.

116. Executives who have worked for Calsonic in Japan, have also worked for Calsonic North America in the United States For instance, Takashi Kirihara, Vice President of Purchasing for Calsoni Norther America began his career at Calsonic and has been with the parent company for 27 years. Likewise, Shogo Nakashita, Vice President of Finance for Calsonic Kansei Americas, formerly led the Financial Planning & Analysis team as Senior Manager at Calsonic's global headquarters.

117. Defendant DENSO Corp. ("Denso") is a Japanese corporation with its principal place of business in Aichi, Japan. Denso – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and/or Class members.

118. Defendant DENSO International America, Inc. ("Denso America") is a Delaware corporation with its principal place of business in Southfield, Michigan. It is a subsidiary of and wholly owned and/or controlled by its parent, Defendant Denso Corp. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent, which controlled its policies, sales, and finances. DENSO International America, Inc. – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed, and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and/or Class members.

119. A number of Denso America's executives work or have worked for Denso Corporation. Kazumasa Kimura, the COO of Denso America, served as one of Denso Corporation's executive directors. Kimura is also the former director of the Global Sales and

Business Development Division of Denso Corporation. Similarly, Hikaru "Howard" Sugi, the CEO of Denso America, is a board member of Denso Corporation.

120. Defendant T. RAD Co., Ltd. ("T. RAD") is a Japanese corporation with its principal place of business in Tokyo, Japan. T. RAD – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and/or Class members.

121. Defendant T.RAD North America, Inc. ("T. RAD North America") is a Delaware corporation with its principal place of business in Hopkinsville, Kentucky. It is a subsidiary of and wholly owned and/or controlled by its parent, Defendant T.RAD Co. Ltd. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent, which controlled its policies, sales, and finances. Defendant T.RAD North America – directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed, and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period. T. RAD's relationship with its parent includes a "concurrent position of director," according to T. RAD's Consolidate Financial Results for FY2013.

122. Defendant Mitsuba Corporation ("Mitsuba") is a Japanese company with its principal place of business in Gunma, Japan. Mitsuba– directly and/or through its subsidiaries, which it wholly owned and/or controlled – manufactured, marketed and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and/or Class members.

123. Defendant American Mitsuba Corporation is an Illinois corporation with its principal place of business in Novi, Michigan. At all times during the Class Period, its activities in the United States were under the control and direction of its Japanese parent, which controlled its policies, sales, and finances. It is a subsidiary of and wholly owned and/or controlled by its parent, Defendant Mitsuba Corporation. American Mitsuba Corporation manufactured, marketed and/or sold Radiators that were purchased throughout the United States, including in this District, during the Class Period, including by firms that sold such Radiators to Plaintiffs and Class members.

124. Mitsuba Corporation and American Mitsuba Corporation are presented to the outside world as one entity. "American Mitsuba Corporation" is represented on Mitsuba's website as "plant," and "office" for Mitsuba Corporation. https://www.mitsuba.co.jp/english/corp/group_overseas.html and http://www.americanmitsuba.com/About_Us.html

AGENTS AND CO-CONSPIRATORS

125. Each Defendant acted as the principal of or agent for the other Defendant with respect to the acts, violations, and common course of conduct alleged.

126. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as Defendants in this lawsuit, the identities of which are presently unknown, have participated as co-conspirators with Defendants in the offenses alleged in this Complaint, and have performed acts and made statements in furtherance of the conspiracy or in furtherance of the anti-competitive conduct.

127. Whenever in this Complaint reference is made to any act, deed, or transaction of any corporation or limited liability entity, the allegation means that the corporation or limited liability entity engaged in the act, deed or transaction by or through its officers, directors, agents,

employees or representatives while they were actively engaged in the management, direction, control or transaction of the corporation's or limited liability entity's business or affairs.

FACTUAL ALLEGATIONS

A. The Radiators Industry.

113. Radiators, which are defined to include radiator fans, are devices that help to prevent automotive vehicles from overheating. Radiators are a form of heat exchanger, usually filled with a combination of water and antifreeze, which extracts heat from inside the engine block. The radiator indirectly exposes coolant, heated by traveling through the engine block, to cool air as the vehicle moves. Radiators are easily damaged due to their location at the front of the vehicle. As a consequence, Radiators require more frequent replacement than other automotive parts. *See* Figure 1.

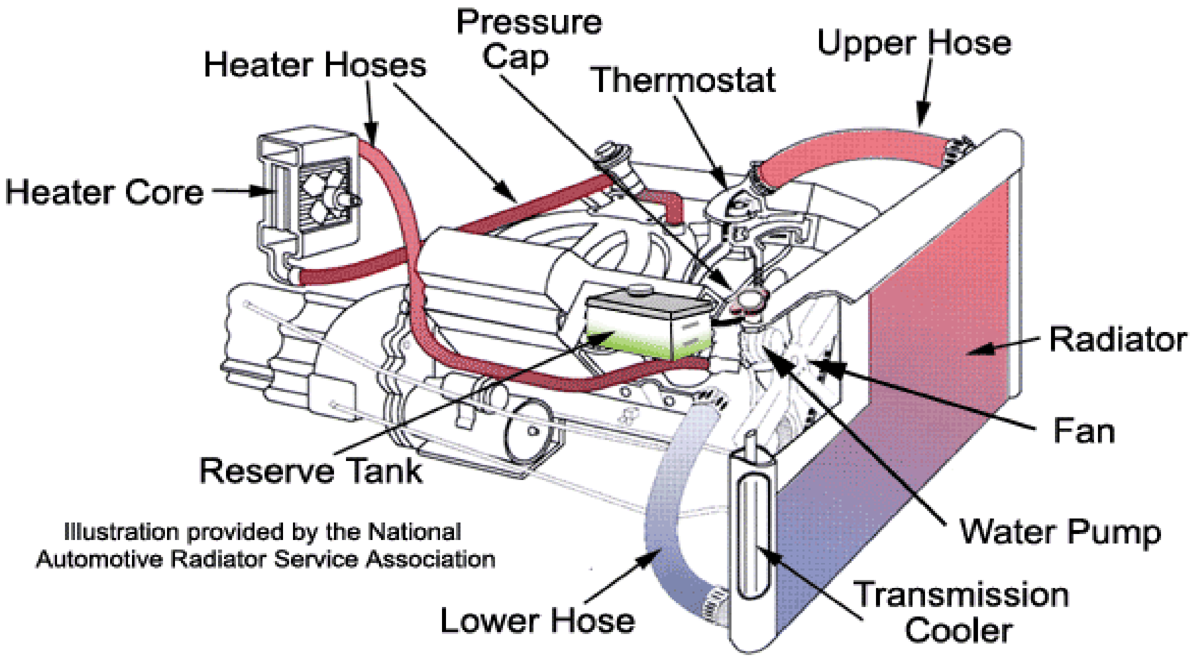

Pressure
Cap
Heater Hoses
Thermostat
Upper Hose
Heater Core
Radiator
Fan
Reserve Tank
Water Pump
Illustration provided by the National
Automotive Radiator Service Association
Lower Hose
Transmission
Cooler

Figure 1.

114. Radiators are installed by automobile original equipment manufacturers ("OEMs") in new cars as part of the automotive manufacturing process. They are also installed in cars to replace worn out, defective or damaged Radiators.

115. For new cars, the OEMs—mostly large automotive manufacturers such as Honda, Toyota, Volvo, and General Motors—purchase Radiators directly from Defendants. Radiators may also be purchased by component manufacturers who then supply such systems to OEMs.

116. When purchasing Radiators, OEMs issue Requests for Quotation ("RFQs") to automotive parts suppliers—Radiators are not commodity items. Automotive parts suppliers submit quotations, or bids, to OEMs in response to RFQs and the OEMs usually award the business to the selected automotive parts supplier for four to six years. Typically, the bidding process begins approximately three years prior to the start of production of a new model. Japanese OEMs procure parts for U.S. manufactured vehicles both in Japan and the United States.

117. Suppliers, including Defendants, supply OEMs with both Radiators to be installed in vehicles and Radiators to be used for replacement purposes.

118. Defendants and their co-conspirators supplied Radiators to OEMs for installation in vehicles manufactured and sold in the United States and elsewhere. The Defendants and their co-conspirators manufactured Radiators (a) in the United States for installation in vehicles manufactured and sold in the United States, (b) in Japan for export to the United States and installation in vehicles manufactured and sold in the United States, and (c) in Japan for installation in vehicles manufactured in Japan for export to and sale in the United States.

119. Plaintiffs and members of the proposed Classes purchased Radiators indirectly from one or more of the Defendants and their co-conspirators. By way of example, automobile dealers indirectly purchase Radiators from the Defendants or their co-conspirators when they purchase new vehicles to sell or lease to consumers. Likewise, when repairing a damaged vehicle or where the vehicle's Radiators are defective, Plaintiffs and other automobile dealers indirectly purchase replacement Radiators from Defendants.

120. Replacement Radiators sold by OEMs to dealerships are the same as the Radiators installed in vehicles and are made by the same manufacturer who made the Radiators originally installed – that is the purpose of an OEM part, made by an OEM supplier. Such replacement parts are not the same as aftermarket parts, which are made by different manufacturers than those who manufactured the original parts. The prices of replacement Radiators were inflated by Defendants' collusion, either as a direct effect of their conspiracy, or through umbrella effects.

121. In 2011, the U.S. market for radiators was $3.35 billion. *See* Figure 2.

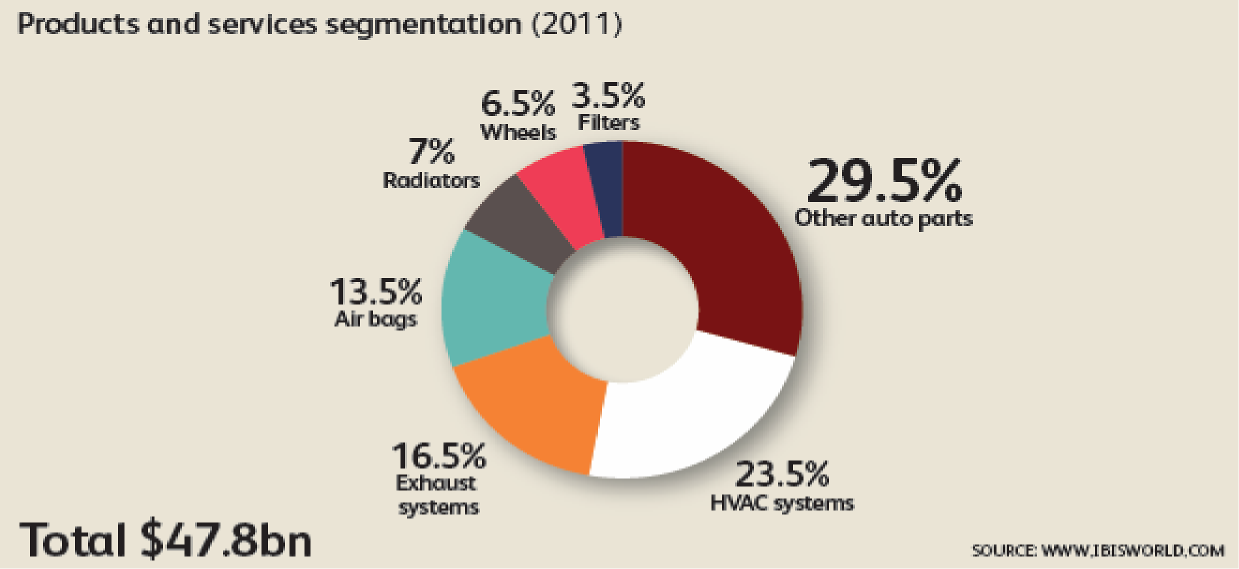

Products and services segmentation (2011)
6.5%
Wheels
3.5%
Filters
7%
Radiators
29.5%
Other auto parts
13.5%
Air bags
16.5%
Exhaust systems
23.5%
HVAC systems
Total $47.8bn
SOURCE: WWW.IBISWORLD.COM

Figure 2.

B. The Structure and Characteristics of the Radiators Market Render the Conspiracy More Plausible.

122. The structure and other characteristics of the Radiators market in the United States are conducive to a price-fixing agreement, and have made collusion particularly attractive in this market. Specifically, the Radiators market: (1) has high barriers to entry; and (2) has inelasticity of demand.

1. The Radiators Market Has High Barriers to Entry.

123. A collusive arrangement that raises product prices above competitive levels would, under basic economic principles, attract new entrants seeking to benefit from the supra-competitive pricing. Where, however, there are significant barriers to entry, new entrants are less likely. Thus, barriers to entry help to facilitate the formation and maintenance of a cartel.

124. There are substantial barriers that preclude, reduce, or make more difficult entry into the Radiators market. A new entrant into the business would face costly and lengthy start-up costs, including multi-million dollar costs associated with manufacturing plants and equipment, energy, transportation, distribution infrastructure, and long-standing customer relationships.

125. Calsonic and Denso also own several patents for Radiators. These patents place a significant and costly burden on potential new entrants, who must avoid infringing on the patents when entering the market with a new product.

126. In addition, OEMs cannot change Radiators suppliers randomly after a supplier is initially selected because the OEMs design the features of their vehicles so that the Radiators they purchase for a vehicle are then integrated with the mechanics and other features of the particular vehicle model. Thus, the design must be synergized by the Radiator manufacturers and OEMs. It would be difficult for a new market entrant to do so.

2. There is Inelasticity of Demand for Radiators.

127. "Elasticity" is a term used to describe the sensitivity of supply and demand to changes in one or the other. For example, demand is said to be "inelastic" if an increase in the price of a product results in only a small decline in the quantity sold of that product, if any. In other words, customers have nowhere to turn for alternative, cheaper products of similar quality, and so continue to purchase despite a price increase.

128. For a cartel to profit from raising prices above competitive levels, demand must be relatively inelastic at competitive prices. Otherwise, increased prices would result in declining sales, revenues, and profits, as customers purchased substitute products or declined to buy altogether. Inelastic demand is a market characteristic that facilitates collusion, allowing producers to raise their prices without triggering customer substitution and lost sales revenue.

129. Demand for Radiators is highly inelastic because there are no close substitutes for these products. In addition, customers must purchase Radiators as an essential part of a vehicle, even if the prices are kept at a supra-competitive level.

C. Government Investigations.

130. A globally coordinated antitrust investigation is taking place in the United States, Europe, and Japan, aimed at suppliers of automotive parts in general, and Radiators in particular. A JFTC official told a leading legal publication that automotive parts supplier investigations by the JFTC, DOJ and EC would continue to widen because the automotive industry as a whole comprises many sub-industries. He characterized the investigations being conducted by the U.S., European and Japanese antitrust authorities as "large and broad," and he declined to deny that this "would be history's largest case."

131. In July 2011, the JFTC began investigating various automotive parts manufacturers probing allegations that these manufacturers were allocating contracts to each

other and to avoid competing for supply contracts with Honda, Nissan Motor Co., Ltd., Suzuki Motor Co. and Fuji Heavy Industries, Ltd., the owner of Subaru. The probe found that some of the automotive parts manufacturers had split into varying groups for the differing purchasers and the different parts, including Radiators.

132. The JFTC raided offices of Defendants as part of the spreading investigation into suspected price fixing on automotive parts. According to its 2011 Annual Report, Denso was investigated on July 20, 2011 at various locations, including in Kariya, Aichi and some other sales branches in Japan.

133. On November 22, 2012 the JFTC handed down fines totaling $41.3 million against various automotive parts manufacturers, including an $8.2 million fine against T. RAD and a $2.4 million fine against Calsonic for violating antitrust laws by forming a cartel to fix prices for automotive parts including Radiators. On November 22, 2012 the JFTC also announced cease-and-desist orders against the violating companies, requiring them to (i) immediately pass resolutions that they would terminate any illegal conduct, (ii) contact any automobile maker who may have purchased their parts through collusive bidding processes, and (iii) implement employee compliance programs. According to the JFTC, fellow conspirator Denso also violated antitrust laws.

134. The companies rigged the bidding process for supply contracts with automobile makers for automotive parts, including Radiators, by pre-ordaining the winners and losers. The JFTC explained that these companies "substantially restrained competition in the fields of each product ordered by each automobile company, by designating successful bidders."

135. On February 15, 2013, Scott Hammond, the Deputy Assistant Attorney General in the DOJ's Antitrust Division, discussed the DOJ's ongoing automotive parts investigation in a

Thomson Reuters article. He said "[t]he investigation is broader than what we've announced so far . . . . [The investigation] is still very much ongoing, but it already appears to be the biggest criminal antitrust investigation that we've ever encountered. ***I say the biggest with respect to the impact on U.S. businesses and consumers, and the number of companies and executives that are subject to the investigation.***" (emphasis added).

136. According to public documents prepared by T. RAD, the DOJ began its investigation with T. RAD North America on July 19, 2011. T. RAD cooperated with the DOJ and agreed to a guilty fee and criminal fine, as described below.

137. On September 26, 2013, the DOJ announced that Defendant T RAD agreed to pay a $13.75 million criminal fine and plead guilty to a one-count criminal Information charging it with participating in a combination and conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to allocate the supply of, rig bids for, and fix, stabilize, and maintain the prices of certain automotive parts, including Radiators, sold to automobile manufacturers in the United States and elsewhere, including Toyota Motor Corporation and Honda Motor Company Ltd. (for the purposes of the paragraph below "Toyota" and "Honda", respectively), from at least as early as November 2002 and continuing until at least February 2010, in violation of the Sherman Act, 15 U.S.C. § 1.

138. According to the Information filed, Defendant T.RAD Co., Ltd. and its co-conspirators carried out the Radiators conspiracies by:

(a) participating in meetings, conversations, and communications to discuss the bids and price quotations to be submitted to Honda and Toyota in the United States and elsewhere;

(b) agreeing, during those meetings, conversations, and communications, on bids and price quotations to be submitted to Honda and Toyota in the United States and elsewhere;

(c) agreeing, during those meetings, conversations, and communications, to allocate the supply of Radiators sold to Honda and Toyota in the United States and elsewhere on a model-by-model basis;

(d) submitting bids, price quotations, and price adjustments to Honda and Toyota in the United States and elsewhere in accordance with the agreements reached;

(e) selling Radiators to Honda and Toyota in the United States and elsewhere at collusive and noncompetitive prices;

(f) accepting payment for Radiators sold to Honda and Toyota in the United States and elsewhere at collusive and noncompetitive prices;

(g) engaging in meetings, conversations, and communications for the purpose of monitoring and enforcing adherence to the agreed-upon bid-rigging and price-fixing scheme; and

(h) employing measures to keep their conduct secret, including but not limited to, using code names and destroying documents relating to the conspiracy.

139. Pursuant to its guilty plea, T. RAD and its subsidiary have pledged to cooperate in the DOJ's automotive parts investigation, including with respect to radiators. T. RAD's guilty plea further provides that in exchange for its cooperation in the DOJ's automotive parts investigation, including with respect to radiators, the DOJ will refrain from bringing further criminal charges against T. RAD or its subsidiaries "for any act or offense committed before the

date of signature of this Plea Agreement that was undertaken in furtherance of an antitrust conspiracy involving the manufacture or sale of radiators."

140. Also on September 26, 2013, the DOJ announced that Defendant Mitsuba Corporation agreed to pay a $135 million criminal fine and to plead guilty to a two-count criminal information charging it with obstruction of justice and participating in a combination and conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to allocate the supply of, rig bids for, and to fix, stabilize, and maintain the prices of certain automotive parts sold to automobile manufacturers in the United States and elsewhere from at least as early as January 2000 and continuing until at least February 2010 in violation of the Sherman Act, 15 U.S.C. § 1.

141. According to the Information filed, Defendant Mitsuba Corporation and its co-conspirators carried out the automotive parts conspiracy by:

(a) participating in meetings, conversations, and communications in the United States and elsewhere to discuss the bids and price quotations to be submitted to automobile manufacturers[2] in the United States and elsewhere;

(b) agreeing, during those meetings, conversations, and communications, on bids and price quotations to be submitted to automobile manufacturers in the United States and elsewhere;

(c) agreeing, during those meetings, conversations, and communications, to allocate the supply of certain automotive parts, sold to automobile manufacturers in the United States and elsewhere;

[2] For purposes of the Mitsuba Information, the term "automobile manufacturers" means Honda Motor Company Ltd., Fuji Heavy Industries Ltd., Nissan Motor Company Ltd., Toyota Motor Corporation and Chrysler Group, LLC, and certain of their subsidiaries, affiliates, suppliers and others.

(d) agreeing, during those meetings, conversations, and communications, to coordinate price adjustments requested by automobile manufacturers in the United States and elsewhere;

(e) submitting bids, price quotations, and price adjustments to automobile manufacturers in the United States and elsewhere in accordance with the agreements reached;

(f) selling certain automotive parts to automobile manufacturers in the United States and elsewhere at collusive and noncompetitive prices; and

(g) accepting payment for certain automotive parts sold to automobile manufacturers in the United State and elsewhere at collusive and noncompetitive prices;

(h) engaging in meetings, conversations, and communications in the United States and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon bid-rigging and price-fixing scheme; and

(i) employing measures to keep their conduct secret, including, but not limited to, using code names and meeting at remote locations.

142. Defendant Mitsuba Corporation’s guilty plea defines automotive parts to include, among other parts, radiator fans. Pursuant to its guilty plea, Mitsuba Corporation and its subsidiaries have pledged to cooperate in the DOJ’s automotive parts investigation, including with respect to radiator fans. Mitsuba Corporation’s guilty plea further provides that in exchange for it and its subsidiaries’ cooperation in the DOJ’s automotive parts investigation, including with respect to radiator fans, the DOJ will refrain from criminally prosecuting Mitsuba and its subsidiaries for price-fixing certain automotive parts, including radiator fans.

143. With respect to the obstruction of justice count, the criminal information charged as follows:

> In or about February 2010, Executive A, acting on Defendant's behalf, knowingly altered, destroyed, mutilated, concealed, covered up, falsified and made false entries in records, documents and tangible objects with the intent to impede, obstruct, and influence the investigation and proper administration of a matter within the jurisdiction of a department and agency of the United States, to wit, an investigation by the FBI and the United States Department of Justice of possible violations of U.S. antitrust law, in relation to and contemplation of such matter and case, and furthermore did order and command other employees of the Defendant to do so, in violation of 18 U.S.C. § 1519.
>
> After becoming aware of the FBI search of Defendant's co-conspirator's U.S. offices, Executive A informed certain of his subordinates employed at the U.S. subsidiary of Defendant about the FBI search, and instructed such subordinates, as well as other employees of Defendant, to locate, conceal and destroy documents and electronic files that were likely to contain evidence of antitrust crimes in the United States and elsewhere.
>
> Executive A concealed and destroyed documents and electronic files in his possession, custody and control in the Eastern District of Michigan that were likely to contain evidence of antitrust crimes in the United States and elsewhere. Certain of Executive A's subordinates and other employees of Defendant took acts in the Eastern District of Michigan and elsewhere to endeavor to conceal and destroy such documents and electronic files in the possession, custody and control of Defendant, and did conceal and destroy such documents and electronic files.

144. Mitsuba Corporation's guilty plea also charges that:

> Executive B of the defendant, a senior executive of the defendant and a member of the defendant's Board of Directors, and Executive C, a senior executive of the defendant, also became aware of the search and directed certain of their subordinates and other employees that documents and electronic files in the possession, custody and control of the defendant in Japan should be concealed and destroyed. Executive B's and C's subordinates and other employees took acts to conceal and destroy such evidence, and did conceal and destroy such evidence.

D. Existence of a Cooperating Defendant

145. The Antitrust Criminal Penalty Enhancement and Reform Act ("ACPERA") provides leniency benefits for a participant in a price-fixing conspiracy that voluntarily discloses its conduct to the Department of Justice. In most recent cases in which guilty pleas for price-fixing conduct have been obtained, there has been a cooperating party that has been accepted into the DOJ's ACPERA program as an "amnesty applicant." One of the leniency benefits for a

conspirator that is accepted into the ACPERA program is that it is not charged with a criminal offense and is not required to plead guilty to criminal charges.

146. In light of the guilty plea in this case, the guilty pleas in related automotive parts antitrust cases, and the DOJ's ongoing investigation into the industry, it is reasonable for this Court to infer that there is an ACPERA "amnesty applicant" in this case.

E. Additional Guilty Pleas in Related Markets in the Automotive Industry

147. On September 29, 2011, the DOJ announced that Furukawa Electric Co. Ltd. had agreed to plead guilty and to pay a $200 million criminal fine for its role in a criminal price-fixing and bid-rigging conspiracy involving the sale of automotive wire harnesses and related products to automobile manufacturers. In a press release announcing the fine a, Sharis A. Pozen, then the Acting Assistant Attorney General in charge of the DOJ's Antitrust Division, stated that "[t]his cartel harmed an important industry in our nation's economy, and the Antitrust Division with the Federal Bureau of Investigation will continue to work together to ensure that these kinds of conspiracies are stopped." The press release also quoted FBI's Special Agent in Charge Andrew G. Arena, who said that "[w]hen companies partner to control and price fix bids or contracts, it undermines the foundation of the United States' economic system," and that "[t]he FBI is committed to aggressively pursuing any company involved in antitrust crimes."

148. On January 30, 2012, the DOJ announced that Defendant DENSO Corporation and Yazaki Corporation had agreed to plead guilty and pay a total of $548 million in criminal fines for their involvement in multiple price-fixing and bid-rigging conspiracies in the sale of automotive parts to automobile manufacturers in the United States. According to the two-count Information filed against Defendant DENSO Corporation, it engaged in conspiracies to rig bids for and to fix, stabilize, and maintain the prices of electronic control units and heater control panels.

149. In the press release announcing the fines against Yazaki Corporation and Defendant DENSO Corporation, Ms. Pozen vowed to continue the investigation into "pernicious cartel conduct that results in higher prices to American consumers . . . ." In the same press release, Special Agent in Charge Andrew G. Arena said that "[t]his criminal activity has a significant impact on the automotive manufacturers in the United States, Canada, Japan and Europe and has been occurring for at least a decade. The conduct had also affected commerce on a global scale in almost every market where automobiles are manufactured and/or sold[.]"

150. Several executives of Defendant Denso have pleaded guilty to violations of the Sherman Act:

(a) On March 26, 2012, the DOJ announced that Norihiro Imai agreed to serve one year and one day in a U.S. prison, pay a $20,000 criminal fine, and plead guilty to a one-count criminal Information charging him with engaging in a conspiracy to rig bids for, and to fix, stabilize, and maintain the prices of heater control panels sold to customers in the United States and elsewhere.

(b) On April 26, 2012, the DOJ announced that Makoto Hattori agreed to serve 14 months in a U.S. prison, pay a $20,000 criminal fine, and plead guilty to a one-count criminal Information charging him with engaging in a conspiracy to rig bids for, and to fix, stabilize, and maintain the prices of heater control panels sold to a customer in the United States and elsewhere.

(c) On May 21, 2013, the DOJ announced that Yuji Suzuki agreed to serve 16 months in a U.S. prison, pay a $20,000 criminal fine, and plead guilty to a two-count criminal Information for his role in a conspiracy to rig bids for, and to fix, stabilize, and maintain the prices of electronic control units and heater control panels sold in the United States and elsewhere.

(d) On that same day, May 21, 2013, the DOJ also announced that Hiroshi Watanabe agreed to serve 15 months in a U.S. prison, pay a $20,000 criminal fine, and plead guilty to a one-count criminal Information for his role in a conspiracy to rig bids for, and to fix, stabilize, and maintain the prices of heater control panels sold in the United States and elsewhere.

(e) On February 20, 2014, the DOJ announced that Kazuaki Fujitani agreed to serve one year and one day in a U.S. prison and plead guilty to a one-count criminal Information charging him with obstruction of justice for deleting numerous e-mails and electronic documents upon learning the FBI was executing a search warrant on Defendant DENSO International America, Inc., in connection with the DOJ's investigation into a conspiracy to fix the prices of heater control panels installed in automobiles sold in the United States and elsewhere.

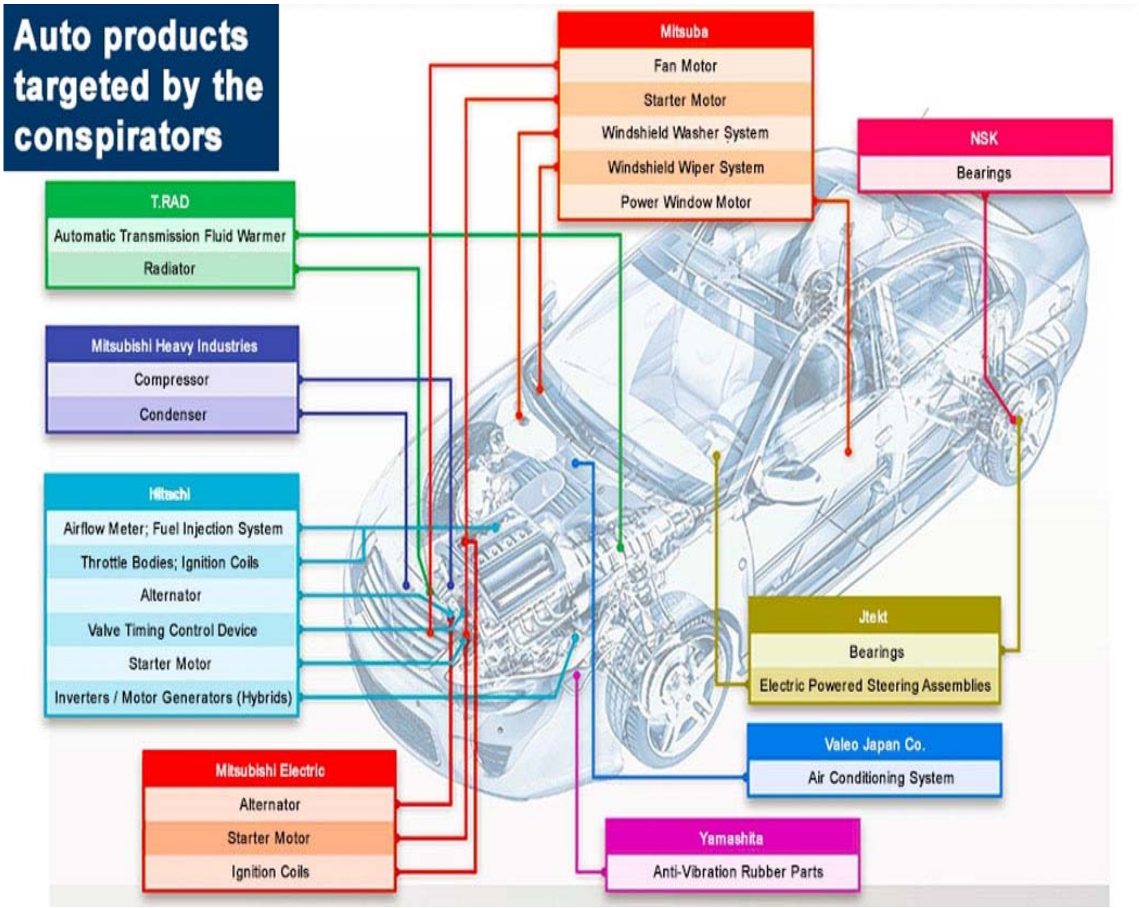
151. On September 26, 2013, nine additional Japanese automotive suppliers, including Defendants T.RAD Co., Ltd. and Mitsuba Corporation, agreed to plead guilty to conspiracy charges and pay more than $740 million in criminal fines for their roles in rigging the prices of more than 30 different products:

(a) Defendant Mitsuba Corporation agreed to plead guilty and to pay a $135 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of certain automotive parts sold to automobile manufactures in the United States and elsewhere. Defendant Mitsuba Corporation also agreed to plead guilty to one count of obstruction of justice, because of the company's efforts to destroy evidence ordered by a high-level U.S.-based executive after learning of the U.S. investigation of collusion in the automotive parts industry;

(b) Defendant T.RAD agreed to plead guilty and to pay a $13.75 million criminal fine for its participation in a conspiracy to rig bids for, and to fix, stabilize and maintain the prices of Radiators and automatic transmission fluid warmers (ATF warmers) sold to automobile manufacturers in the United States and elsewhere;

152. On the same day, September 26, 2013, United States Attorney General Eric Holder presented the DOJ's most recent findings in the ongoing automotive parts investigation. He stated "[t]hese international price-fixing conspiracies affected more than $5 billion in automobile parts sold to U.S. car manufacturers. In total, more than 25 million cars purchased by American consumers were affected by the illegal conduct." Holder also described how the conspiracies worked: "[c]ompany executives met face to face in the United States and Japan – and talked on the phone – to reach collusive agreements to rig bids, fix prices and allocate the supply of automotive parts sold to U.S. car companies. In order to keep their illegal conduct secret, they used code names and met in remote locations. Then they followed up with each other regularly to make sure the collusive agreements were being adhered to." Attorney General Holder explained that the automotive parts conspiracies "targeted U.S. manufacturing, U.S. businesses and U.S. consumers. As a result of these conspiracies, Americans paid more for their cars."

153. The diagram below, which was prepared by the DOJ, illustrates the September 26, 2013 guilty pleas and the corresponding automotive parts to which various manufacturers have admitted price-fixing.


Auto products targeted by the conspirators
Mitsuba
Fan Motor
Starter Motor
Windshield Washer System
Windshield Wiper System
Power Window Motor
NSK
Bearings
T.RAD
Automatic Transmission Fluid Warmer
Radiator
Mitsubishi Heavy Industries
Compressor
Condenser
Hitachi
Airflow Meter; Fuel Injection System
Throttle Bodies; Ignition Coils
Alternator
Valve Timing Control Device
Starter Motor
Inverters / Motor Generators (Hybrids)
Jtekt
Bearings
Electric Powered Steering Assemblies
Valeo Japan Co.
Air Conditioning System
Mitsubishi Electric
Alternator
Starter Motor
Ignition Coils
Yamashita
Anti-Vibration Rubber Parts

154. To date, twenty-seven companies have agreed to plead guilty, and altogether, they have agreed to pay approximately $2.3 billion in criminal fines. The majority of these violators pleaded guilty to engaging in bid-rigging, price-fixing, and market allocation during the same time period as the Defendants with multiple OEMs as their targets, including Suzuki, Mazda, Mitsubishi, Subaru, Chrysler, German manufacturers and unnamed automobile manufacturers. Additionally, thirty-five executives have been charged in the Antitrust Division's ongoing investigation into price fixing and bid rigging in the automotive parts industry, and twenty-four of those executives have entered into plea agreements, some of which include serving time in U.S. prisons.

F. Damage to Plaintiffs and Other Automobile Dealers Caused by Defendants' Illegal Activities.

155. Defendants' conspiracy resulted in Defendants charging inflated prices to firms who directly purchased Radiators from them and in those purchasers raising their prices to subsequent purchasers.

156. Having paid higher prices for components of the cars they sold to Plaintiffs and the Classes and the Radiators they sold to Plaintiffs and the Classes, firms who sold such Radiators and vehicles passed Defendants' overcharges on to Plaintiffs and the Classes.

157. The impact of Defendants' conspiracy on Plaintiffs' businesses was substantial. Automobile dealers were substantially injured by higher prices paid for Radiators and vehicles.

158. Plaintiffs have standing and have suffered damage compensable by indirect purchaser laws and they and members of the classes they seek to represent have sustained significant damage and injury as a result of Defendants' conspiracy.

CLASS ACTION ALLEGATIONS

154. Plaintiffs[3] bring this action on behalf of themselves and as a class action under Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure, seeking equitable and injunctive relief on behalf of the following class (the "Nationwide Class"):

> All automobile dealers that during the Class Period, (a) indirectly purchased Radiators manufactured by the Defendants or any current or former subsidiary or affiliate thereof or any co-conspirator, or (b) purchased vehicles containing Radiators manufactured by the Defendants or any current or former subsidiary, affiliate thereof or co-conspirator.

155. Plaintiffs also bring this action on behalf of themselves and as a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure seeking damages pursuant to the antitrust, unfair competition, unjust enrichment, and consumer protection laws of the states

[3] Plaintiff Dale Martens is not included in the Nationwide Class.

whose laws are set forth in the Second and Third Claims below, as well as the unjust enrichment laws of Missouri, Massachusetts and Illinois. The states whose laws are set forth in the Second and Third Claims below, as well as Missouri, Massachusetts, and Illinois, are collectively referred to as the "Indirect Purchaser States." These claims are brought by Plaintiffs on behalf of themselves and persons and entities in the Indirect Purchaser States listed in the Second and Third Claims as follows (the "Damages Class"):

> All automobile dealers, in the Indirect Purchaser States, that, during the Class Period (a) indirectly purchased Radiators manufactured by one of the Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator or (b) purchased vehicles containing Radiators manufactured by one of the Defendants or any current or former subsidiary, affiliate or co-conspirator thereof.

156. The Nationwide Class and the Damages Class are referred to herein as the "Classes." Excluded from the Classes are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities, and instrumentalities of the federal government, states, and their subdivisions, agencies, and instrumentalities.

157. Although Plaintiffs do not know the exact number of the members of the Classes, Plaintiffs believe there are at least thousands of members in each Class.

158. Common questions of law and fact exist as to all members of the Classes. This is particularly true given the nature of Defendants' conspiracy, which was generally applicable to all the members of both Classes, thereby making appropriate relief with respect to the Classes as a whole. Such questions of law and fact common to the Classes include, but are not limited to:

(a) Whether Defendants and their co-conspirators engaged in a combination and conspiracy among themselves to fix, raise, maintain or stabilize the prices of Radiators sold in the United States;

(b) The identity of the participants of the alleged conspiracy;

(c) The duration of the alleged conspiracy and the acts carried out by Defendants and their co-conspirators in furtherance of the conspiracy;

(d) Whether the alleged conspiracy violated the Sherman Act, as alleged in the First Claim for Relief;

(e) Whether the alleged conspiracy violated state antitrust and unfair competition law, and/or state consumer protection law, as alleged in the Second and Third Claims for Relief;

(f) Whether Defendants unjustly enriched themselves to the detriment of the Plaintiffs and the members of the Classes, thereby entitling Plaintiffs and the members of the Classes to disgorgement of all benefits derived by Defendants, as alleged in the Fourth Claim for Relief;

(g) Whether the conduct of Defendants and their co-conspirators, as alleged in this Complaint, caused injury to the business or property of Plaintiffs and the members of the Classes;

(h) The effect of the alleged conspiracy on the prices of Radiators sold in the United States during the Class Period;

(i) Whether the Defendants and their co-conspirators fraudulently concealed the conspiracy's existence from the Plaintiffs and the members of the Classes;

(j) The appropriate injunctive and related equitable relief for the Nationwide Class; and

(k) The appropriate class-wide measure of damages for the Damages Class.

159. Plaintiffs' claims are typical of the claims of the members of the Classes, and Plaintiffs will fairly and adequately protect the interests of the Classes. Plaintiffs and all members of the Classes are similarly affected by Defendants' wrongful conduct because they paid artificially inflated prices for Radiators purchased indirectly from Defendants or their co-conspirators.

160. Plaintiffs' claims arise out of the same common course of conduct giving rise to the claims of the other members of the Classes. Plaintiffs' interests are coincident with, and not antagonistic to, those of the other members of the Classes. Plaintiffs are represented by counsel who are competent and experienced in the prosecution of antitrust and class action litigation.

161. The questions of law and fact common to the members of the Classes predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

162. Class action treatment is a superior method for the fair and efficient adjudication of the controversy, in that, among other things, such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, and expense that numerous individual actions would engender. The benefits of proceeding through the class mechanism provide injured entities with a method for obtaining redress for claims that might not be practicable to pursue individually and substantially outweigh any difficulties that may arise in the management of this class action.

163. The prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for Defendants.

PLAINTIFFS AND THE CLASSES SUFFERED ANTITRUST INJURY

164. Defendants' price-fixing conspiracy had the following effects, among others:

(a) Price competition has been restrained or eliminated with respect to Radiators;

(b) The prices of Radiators have been fixed, raised, maintained, or stabilized at artificially inflated levels;

(c) Defendants charged purchasers of their Radiators inflated, fixed, and stabilized prices for such Radiators;

(d) Having paid higher prices for components of the cars they sold to Plaintiffs and the Classes and the Radiators they sold to Plaintiffs and the Classes, firms who sold Defendants' Radiators and vehicles to Plaintiffs and the Classes passed Defendants' overcharges on to them;

(e) Defendants' overcharges passed through each level of distribution as they traveled to Plaintiffs and the Classes; and

(f) Automobile dealers purchasing Radiators and vehicles containing Radiators have been deprived of free and open competition and have paid inflated prices for Radiators.

165. During the Class Period, Plaintiffs and the members of the Classes paid supracompetitive prices for Radiators.

166. An increase in the prices of Radiators caused an increase in the price of vehicles during the Class Period.

167. The market for Radiators and the market for cars are inextricably linked and intertwined because the market for Radiators exists to serve the vehicle market. Without the vehicles, the Radiators have little to no value because they have no independent utility and must be inserted into vehicles to serve any function. Indeed, the demand for vehicles creates the demand for Radiators.

168. Radiators are identifiable, discrete physical products that remain essentially unchanged when incorporated into a vehicle and are not altered during the manufacturing process. As a result, Radiators follow a traceable physical chain of distribution from the Defendants to Plaintiffs and the members of the Classes, and any costs attributable to Radiators can be traced through the chain of distribution to Plaintiffs and the members of the Classes.

169. Just as Radiators can be physically traced through the supply chain, so can their price be traced to show that changes in the prices paid by direct purchasers of Radiators affect prices paid by indirect purchasers of new motor vehicles containing Radiators.

170. Radiators have their own part numbers, which permit them to be tracked.

171. Radiators are pieces of equipment that are necessary to operate a vehicle.

172. The Radiators subject to Defendants' conspiracy and at issue in this lawsuit only have one use: to be inserted into vehicles. Whether Radiators are sold by themselves or in vehicles, their purpose is to be inserted into vehicles.

173. Radiators comprise a not insignificant portion of the cost of a vehicle.

174. The purpose of the conspiratorial conduct of the Defendants and their co-conspirators was to raise, fix, rig, or stabilize the price of Radiators and, as a direct and foreseeable result, the price of new motor vehicles containing Radiators and the price of Radiators purchased for repair purposes. Economists have developed techniques to isolate and understand the relationship between one "explanatory" variable and a "dependent" variable in those cases when changes in the dependent variable are explained by changes in a multitude of variables, even when all such variables may be changing simultaneously. That analysis—called regression analysis—is commonly used in the real world and in litigation to determine the impact of a price increase on one cost in a product or service that is an assemblage of costs. Thus, it is possible to isolate and identify only the impact of an increase in the price of Radiators on prices for new motor vehicles even though such products contain a number of other components whose prices may be changing over time. A regression model can explain how variation in the price of Radiators affects changes in the price of new motor vehicles. In such models, the price of Radiators would be treated as an independent or explanatory variable. The model can isolate how changes in the price of Radiators impact the price of new motor vehicles containing Radiators while controlling for the impact of other price-determining factors.

175. The precise amount of the overcharge impacting the prices of new motor vehicles containing Radiators can be measured and quantified. Commonly used and well-accepted economic models can be used to measure both the extent and the amount of the supra-

competitive charge passed through the chain of distribution. Thus, the economic harm to Plaintiffs and members of the Classes can be quantified.

176. By reason of the alleged violations of the antitrust laws, Plaintiffs and the members of the Classes have sustained injury to their businesses or property, having paid higher prices for Radiators than they would have paid in the absence of Defendants' illegal contract, combination, or conspiracy, and, as a result, have suffered damages in an amount presently undetermined. This is an antitrust injury of the type that the antitrust laws were meant to punish and prevent and Plaintiffs' and Class members' damages are measureable.

PLAINTIFFS' CLAIMS ARE NOT BARRED BY THE STATUTE OF LIMITATIONS

A. The Statute of Limitations Did Not Begin to Run Because Plaintiffs Did Not And Could Not Discover The Claims.

177. Plaintiffs repeat and reallege the allegations set forth above.

178. Plaintiffs and the members of the Classes had no knowledge of the combination or conspiracy alleged herein, or of facts sufficient to place them on inquiry notice of the claims set forth herein, until the public announcement on November 22, 2012, of the JFTC Cease and Desist orders regarding Radiators.

179. Plaintiffs and members of the Classes did not discover, and could not have discovered through the exercise of reasonable diligence, the existence of the conspiracy alleged herein until November 22, 2012.

180. Plaintiffs and the members of the Classes are automobile dealers who had no direct contact or interaction with any of the Defendants in this case and had no means from which they could have discovered the combination and conspiracy described in this Complaint until the public announcement on November 22, 2012, of the Cease and Desist orders regarding Radiators.

181. Prior to the public announcements of the JFTC orders regarding Radiators on November 22, 2012, sufficient information was not available in the public domain to the Plaintiffs and the members of the Classes to suggest that any one of the Defendants was involved in a criminal conspiracy to price-fix and rig bids for Radiators. Plaintiffs and the members of the Classes had no means of obtaining any facts or information concerning any aspect of Defendants' dealings with OEMs or other direct purchasers, much less the fact that they had engaged in the Radiator combination and conspiracy alleged herein.

182. For these reasons, the statute of limitations as to Plaintiffs' and the Classes' claims did not begin to run, and has been tolled with respect to the claims that Plaintiffs and the members of the Classes have alleged in this Complaint.

B. Fraudulent Concealment Tolled the Statute of Limitations.

183. In the alternative, application of the doctrine of fraudulent concealment tolled the statute of limitations on the claims asserted herein by Plaintiffs and the Classes. Plaintiffs and the members of the Classes did not discover, and could not discover through the exercise of reasonable diligence, the existence of the conspiracy alleged herein until July 2011, when the public announcement of the government investigations into Radiators price-fixing was made.

184. Before that time, Plaintiffs and members of the Classes were unaware of Defendants' unlawful conduct, and they did not know before then that they were paying supracompetitive prices for Radiators throughout the United States during the Class Period. No information, actual or constructive, was ever made available to Plaintiffs and the members of the Classes that even hinted to Plaintiffs that they were being injured by the Defendants' unlawful conduct.

185. The affirmative acts of the Defendants alleged herein, including acts in furtherance of the conspiracy, were wrongfully concealed and carried out in a manner that precluded detection.

159. Specifically, as Attorney General Holder explained in connection with the DOJ's globally coordinated investigation into price-fixing in the Automotive parts industry, "[i]n order to keep their illegal conduct secret, [Defendants] used code names and met in remote locations."

160. As stated in the Information filed against Defendants T.RAD and Mitsuba Corporation, Defendants T.RAD, Mitsuba Corporation and their co-conspirators employed "measures to keep their conduct secret, including but not limited to, using code names and destroying documents relating to the conspiracy."

186. Defendant Mitsuba Corporation also pleaded guilty to a charge of obstruction of justice in which it explicitly admitted to "altering, destroying, mutilating, concealing, covering up, falsifying and making false entries in documents and tangible objects with the intent to impede, obstruction, and influence" the DOJ's investigation into the price-fixing of several automotive parts, including Windshield Washer Systems. According to Mitsuba Corporation's plea agreement, in February 2010, three of Mitsuba's senior executives learned that the offices of a co-conspirator had been searched by law enforcement authorities in connection with an investigation of possible antitrust violations, and they directed their subordinates and other employees to "conceal and destroy documents and electronic files" in the United States and Japan. Mitsuba Corporation's plea agreement confirmed that such evidence was concealed and destroyed.

187. By its very nature, Defendants' anticompetitive conspiracy was inherently self-concealing. Radiators are not exempt from antitrust regulation, and thus, before November 22,

2012, Plaintiffs reasonably considered it to be a competitive industry. Accordingly, a reasonable person under the circumstances would not have been alerted to begin to investigate the legitimacy of Defendants' Radiator prices before November 22, 2012.

188. Plaintiffs and the members of the Classes could not have discovered the alleged contract, conspiracy, or combination at an earlier date by the exercise of reasonable diligence because of the deceptive practices and techniques of secrecy employed by the Defendants and their co-conspirators to avoid detection of, and fraudulently conceal, their contract, combination, or conspiracy.

189. Because the alleged conspiracy was both self-concealing and affirmatively concealed by Defendants and their co-conspirators, Plaintiffs and members of the Classes had no knowledge of the alleged conspiracy, or of any facts or information that would have caused a reasonably diligent person to investigate whether a conspiracy existed, until July 2011, when reports of the investigations into anticompetitive conduct concerning Radiators were first publicly disseminated.

190. For these reasons, the statute of limitations applicable to Plaintiffs' and the Classes' claims with respect to the Radiators conspiracy was tolled and did not begin to run until July 2011.

FIRST CLAIM FOR RELIEF

Violation of Section 1 of the Sherman Act
(on behalf of Plaintiffs and the Nationwide Class)

191. Defendants and unnamed conspirators entered into and engaged in a contract, combination, or conspiracy in unreasonable restraint of trade in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

192. The acts done by each of the Defendants as part of, and in furtherance of, their contract, combination, or conspiracy were authorized, ordered, or done by their officers, agents, employees, or representatives while actively engaged in the management of Defendants' affairs.

193. At least as early as January 2000, and continuing until at least the filing of this Complaint, the exact dates being unknown to Plaintiffs, Defendants and their co-conspirators entered into a continuing agreement, understanding, and conspiracy in restraint of trade to artificially fix, raise, stabilize, and control prices for Radiators, thereby creating anticompetitive effects.

194. The anticompetitive acts were intentionally directed at the United States market for Radiators and had a substantial and foreseeable effect on interstate commerce by raising and fixing prices for Radiators throughout the United States.

195. The conspiratorial acts and combinations have caused unreasonable restraints in the market for Radiators.

196. As a result of Defendants' unlawful conduct, Plaintiffs and other similarly situated indirect purchasers in the Nationwide Class who purchased Radiators have been harmed by being forced to pay inflated, supracompetitive prices for Radiators and vehicles containing Radiators.

197. In formulating and carrying out the alleged agreement, understanding, and conspiracy, Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices and course of conduct set forth herein.

198. Defendants' conspiracy had the following effects, among others:

(a) Price competition in the market for Radiators has been restrained, suppressed, and/or eliminated in the United States;

(b) Prices for Radiators sold by Defendants and their coconspirators have been fixed, raised, maintained, and stabilized at artificially high, noncompetitive levels throughout the United States;

(c) Prices for vehicles purchased by Plaintiffs and the members of the Nationwide Class containing Radiators manufactured by Defendants and their coconspirators were inflated; and

(d) Plaintiffs and members of the Nationwide Class who purchased Radiators indirectly from Defendants or coconspirators have been deprived of the benefits of free and open competition.

199. Plaintiffs and members of the Nationwide Class have been injured and will continue to be injured in their business and property by paying more for Radiators and vehicles containing Radiators than they would have paid and will pay in the absence of the conspiracy.

200. Plaintiffs and members of the Nationwide Class will continue to be subject to Defendants' price-fixing, bid-rigging, and market allocations, which will deprive Plaintiffs and members of the Nationwide Class of the benefits of free competition, including competitively-priced Radiators and vehicles containing Radiators.

201. Plaintiffs and members of the Nationwide Class will continue to lose funds due to overpayment for Radiators and vehicles containing Radiators because they are required to purchase vehicles and Radiators to continue to operate their businesses.

202. Plaintiffs and members of the Nationwide Class continue to purchase vehicles and Radiators, on a regular basis.

203. Vehicles and Radiators continue to be sold at inflated and supracompetitive prices.

204. The alleged contract, combination, or conspiracy is a *per se* violation of the federal antitrust laws.

205. Plaintiffs and members of the Nationwide Class will be at the mercy of Defendants' unlawful conduct until the Court orders an injunction.

206. Plaintiffs and members of the Nationwide Class are entitled to an injunction against Defendants preventing and restraining the violations alleged herein.

SECOND CLAIM FOR RELIEF

Violation of State Antitrust Statutes
(on behalf of Plaintiffs and the Damages Class)

207. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

208. From as early as January 2000 until at least the filing of this Complaint, Defendants and their co-conspirators engaged in a continuing contract, combination, or conspiracy with respect to the sale of Radiators in unreasonable restraint of trade and commerce and in violation of the various state antitrust statutes set forth below.

209. The contract, combination, or conspiracy consisted of an agreement among the Defendants and their co-conspirators to fix, raise, inflate, stabilize and/or maintain artificially supracompetitive prices for Radiators, to rig bids for the sale of Radiators and to allocate customers for Radiators in the United States.

210. In formulating and effectuating this conspiracy, Defendants and their co-conspirators performed acts in furtherance of the combination and conspiracy, including:

(a) participating in meetings and conversations among themselves in the United States and elsewhere during which they agreed to price Radiators at certain levels, and otherwise to fix, increase, inflate, maintain, or stabilize effective prices paid by Plaintiffs and members of the Damages Class with respect to Radiators sold in the United States;

(b) allocating customers and markets for Radiators in the United States in furtherance of their agreements; and

(c) participating in meetings and conversations among themselves in the United States and elsewhere to implement, adhere to, and police the unlawful agreements they reached.

211. Defendants and their co-conspirators engaged in the actions described above for the purpose of carrying out their unlawful agreements to fix, maintain, decrease, or stabilize prices and to allocate customers with respect to Radiators.

212. Defendants' anticompetitive acts described above were knowing, willful, and constitute violations or flagrant violations of the following state antitrust statutes.

213. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Arizona Revised Statutes, §§ 44-1401, *et seq*.

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Arizona; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Arizona; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Arizona commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants entered into agreements in restraint of trade in violation of Ariz. Rev. Stat. §§ 44-1401, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all forms of relief available under Ariz. Rev. Stat. §§ 44-1401, *et seq.*

214. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code, §§ 16700, *et seq.*

(a) During the Class Period, Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in restraint of the trade and commerce described above in violation of Section 16720 of the California Business and Professions Code. Defendants, each of them, have acted in violation of Section 16720 to fix, raise, stabilize, and maintain prices of, and allocate markets for, Radiators at supracompetitive levels.

(b) The aforesaid violations of Section 16720, California Business and Professions Code, consisted, without limitation, of a continuing unlawful trust and concert of action among the Defendants and their co-conspirators the substantial terms of which were to fix, raise, maintain, and stabilize the prices of, and to allocate markets for, Radiators.

(c) For the purpose of forming and effectuating the unlawful trust, the Defendants and their co-conspirators have done those things which they combined and conspired to do, including but in no way limited to the acts, practices and course of conduct set forth above and the following: (1) Fixing, raising, stabilizing, and pegging the price of Radiators; and (2) Allocating among themselves the production of Radiators.

(d) The combination and conspiracy alleged herein has had, *inter alia*, the following effects upon the commerce of California: (1) Price competition in the sale of Radiators has been restrained, suppressed, and/or eliminated in the State of California; (2) Prices for Radiators sold by Defendants and their co-conspirators have been fixed, raised, stabilized, and pegged at artificially high, non-competitive levels in the State of California and throughout the United States; and (3) Those who purchased Radiators or vehicles containing Radiators manufactured by Defendants and their co-conspirators have been deprived of the benefit of free and open competition.

(e) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property in that they paid more for Radiators than they otherwise would have paid in the absence of Defendants' unlawful conduct. As a result of Defendants' violation of Section 16720 of the California Business and Professions Code, Plaintiffs and members of the Damages Class seek treble damages and their cost of suit, including a reasonable attorney's fee, pursuant to Section 16750(a) of the California Business and Professions Code.

215. Defendants have entered into an unlawful agreement in restraint of trade in violation of the District of Columbia Official Code §§ 28-4501, *et seq*.

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout the District of Columbia; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout the District of Columbia; (3) Plaintiffs and members of the Damages Class, including those who resided in the District of Columbia and/or purchased Radiators or vehicles in the District of Columbia, were deprived of free and open competition, including in the District of Columbia; and (4) Plaintiffs and members of the Damages Class, including those who resided in the District of Columbia and/or purchased Radiators or vehicles in the District of Columbia, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, including in the District of Columbia.

(b) During the Class Period, Defendants' illegal conduct substantially affected District of Columbia commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of District of Columbia Code Ann. §§ 28-4501, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all forms of relief available under District of Columbia Code Ann. §§ 28-4501, *et seq.*

216. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et seq*.

(a) Defendants' unlawful conduct had the following effects: (1) Radiators' price competition was restrained, suppressed, and eliminated throughout Hawaii; (2) Radiators' prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Hawaii; (3) Plaintiff and members of the Damages Class were deprived of free and open competition; and (4) Plaintiff and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Hawaii commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Hawaii Revised Statutes Annotated §§ 480-4, *et seq*. Accordingly, Plaintiffs and members of the Damages Class seek all forms of relief available under Hawaii Revised Statutes Annotated §§ 480-4, *et seq*.

217. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Illinois Antitrust Act, 740 Illinois Compiled Statutes 10/1, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Illinois; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Illinois; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Illinois commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of 740 Illinois Compiled Statutes 10/1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all forms of relief available under 740 Illinois Compiled Statutes 10/1, *et seq.*[4]

218. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Iowa Code §§ 553.1, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Iowa; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Iowa; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Iowa commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Iowa Code §§ 553.1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all forms of relief available under Iowa Code §§ 553.1, *et seq.*

219. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Kansas Statutes Annotated, §§ 50-101, *et seq.*

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[4] Dealership Plaintiffs recognize that their claims under the Illinois Antitrust Act were dismissed in the *Wire Harness* action. Dealership Plaintiffs assert this claim here, individually and collectively, to preserve it for appeal

(b) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Kansas; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Kansas; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(c) During the Class Period, Defendants' illegal conduct substantially affected Kansas commerce.

(d) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(e) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Kansas Stat. Ann. §§ 50-101, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all forms of relief available under Kansas Stat. Ann. §§ 50-101, *et seq*.

220. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Maine Revised Statutes, Maine Rev. Stat. Ann. 10, §§ 1101, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Maine; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Maine; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition: and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Maine commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Maine Rev. Stat. Ann. 10, §§ 1101, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Maine Rev. Stat. Ann. 10. §§ 1101, *et seq.*

221. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Michigan Compiled Laws Annotated §§ 445.771, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Michigan; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Michigan; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Michigan commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Michigan Comp. Laws Ann. §§ 445.771, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Michigan Comp. Laws Ann. §§ 445.771, *et seq.*

222. Defendants have entered into an unlawful agreement in unreasonable restraint of trade in violation of the Minnesota Statutes Annotated §§ 325D.49, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Minnesota; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Minnesota; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period Defendants' illegal conduct substantially affected Minnesota commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Minnesota Stat. §§ 325D.49, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Minnesota Stat. §§ 325D.49, *et seq.*

223. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Mississippi Code Annotated §§ 75-21-1, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Mississippi; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Mississippi; (3) Plaintiffs and members of the Damages Class, including those who resided in Mississippi and/or purchased Radiators or vehicles in Mississippi were deprived of free and open competition, including in Mississippi: and (4) Plaintiffs and members of the Damages Class, including those who resided in Mississippi and/or purchased Radiators or vehicles in Mississippi paid supracompetitive, artificially inflated prices for Radiators, including in Mississippi.

(b) During the Class Period, Defendants' illegal conduct substantially affected Mississippi commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Mississippi Code Ann. § 75-21-1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Mississippi Code Ann. § 75-21-1, *et seq.*

224. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nebraska Revised Statutes §§ 59-801, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Nebraska; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout

Nebraska; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Nebraska commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Nebraska Revised Statutes §§ 59-801, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Nebraska Revised Statutes §§ 59-801, *et seq.*

225. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nevada Revised Statutes Annotated §§ 598A.010, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Nevada; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Nevada; (3) Plaintiffs and members of the Damages Class, including those who resided in Nevada and/or purchased Radiators or vehicles in Nevada, were deprived of free and open competition including in Nevada; and (4) Plaintiffs and members of the Damages Class, including those who resided in Nevada and/or purchased Radiators or vehicles in Nevada, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, including in Nevada.

(b) During the Class Period, Defendants' illegal conduct substantially affected Nevada commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Nevada Rev. Stat. Ann. §§ 598A.060, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Nevada Rev. Stat. Ann. §§ 598A.010, *et seq.*

226. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Hampshire Revised Statutes §§ 356:1, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout New Hampshire; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New Hampshire; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period Defendants' illegal conduct substantially affected New Hampshire commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of New Hampshire Revised Statutes §§ 356:1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under New Hampshire Revised Statutes §§ 356:1, *et seq.*

227. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Mexico Statutes Annotated §§ 57-1-1, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout New Mexico; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New Mexico; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected New Mexico commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of New Mexico Stat. Ann. §§ 57-1-1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under New Mexico Stat. Ann.§§ 57-1-1, *et seq.*

228. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New York General Business Laws §§ 340, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout New York; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New York; (3) Plaintiffs and members of the Damages Class, including those who resided in New York and/or purchased Radiators or vehicles in New York, were deprived of free and open competition, including in New York; and (4) Plaintiffs and members of the Damages Class, including those who resided in New York, paid supracompetitive, artificially inflated prices for Radiators when they purchased, including in New York, Radiators or vehicles containing Radiators, or purchased, including in New York, Radiators or vehicles that were otherwise of lower quality, than would have been absent the conspirators' illegal acts, or were unable to purchase Radiators or vehicles that they would have otherwise have purchased absent the illegal conduct.

(b) During the Class Period, Defendants' illegal conduct substantially affected New York commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of the New York Donnelly Act, §§ 340, *et seq.* The conduct set forth above is a per se violation of the Act. Accordingly, Plaintiffs and members of the Damages Class seek all relief available under New York Gen. Bus. Law §§ 340, *et seq.*

229. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Carolina General Statutes §§ 75-1, *et seq.*

(a) Defendants’ combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout North Carolina; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout North Carolina; (3) Plaintiffs and members of the Damages Class, including those who resided in North Carolina and/or purchased Radiators or vehicles in North Carolina, were deprived of free and open competition, including in North Carolina; and (4) Plaintiffs and members of the Damages Class, including those who resided in North Carolina and/or purchased Radiators or vehicles in North Carolina, paid supracompetitive, artificially inflated prices for Radiators and vehicles including in North Carolina.

(b) During the Class Period, Defendants’ illegal conduct substantially affected North Carolina commerce. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(c) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of North Carolina Gen. Stat. §§ 75-1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under North Carolina Gen. Stat. §§ 75-1, *et seq.*

230. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Dakota Century Code §§ 51-08.1-01, *et seq.*

(a) Defendants’ combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout North Dakota; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout North Dakota; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct had a substantial effect on North Dakota commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of North Dakota Cent. Code §§ 51-08.1-01, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under North Dakota Cent. Code §§ 51-08.1-01, *et seq.*

231. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Oregon Revised Statutes §§ 646.705, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Oregon; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Oregon; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period Defendants' illegal conduct had a substantial effect on Oregon commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Oregon Revised Statutes §§ 646.705, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Oregon Revised Statutes §§ 646.705, *et seq.*

232. Defendants have entered into an unlawful agreement in restraint of trade in violation of the South Dakota Codified Laws §§ 37-1-3.1., *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout South Dakota; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout South Dakota; (3) Plaintiffs and members of the Damages Class, including those who resided in South Dakota and/or purchased Radiators or vehicles in South Dakota, were deprived of free and open competition, including in South Dakota; and (4) Plaintiffs and members of the Damages Class, including those who resided in South Dakota and/or purchased vehicles or Radiators in South Dakota, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, including in South Dakota.

(b) During the Class Period, Defendants' illegal conduct had a substantial effect on South Dakota commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of South Dakota Codified Laws Ann. §§ 37-1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under South Dakota Codified Laws Ann. §§ 37-1, *et seq.*

233. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Tennessee Code Annotated §§ 47-25-101, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Tennessee; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Tennessee; (3) Plaintiffs and members of the Damages Class, including those who resided in Tennessee and/or purchased Radiators or vehicles in Tennessee, were deprived of free and open competition, including in Tennessee; and (4) Plaintiffs and members of the Damages Class, including those who resided in Tennessee, and/or purchased Radiators or vehicles in Tennessee, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, including in Tennessee.

(b) During the Class Period, Defendants' illegal conduct had a substantial effect on Tennessee commerce. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(c) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Tennessee Code Ann. §§ 47-25-101, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Tennessee Code Ann. §§ 47-25-101, *et seq.*

234. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Utah Code Annotated §§ 76-10-911, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Utah; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Utah; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct had a substantial effect on Utah commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Utah Code Annotated §§ 76-10-911, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Utah Code Annotated §§ 76-10-911, *et seq.*

235. Defendants have entered into an unlawful agreement in restraint of trade in violation of the 9 Vermont Stat. Ann. §§ 2451, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Vermont; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Vermont; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period Defendants' illegal conduct had a substantial effect on Vermont commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of 9 Vermont Stat. Ann. §§ 2451, *et seq.* Plaintiffs are entitled to relief pursuant to 9 Vermont Stat. Ann. § 2465 and any other applicable authority. Accordingly, Plaintiffs and members of the Damages Class seek all relief available under 9 Vermont Stat. Ann. §§ 2451, *et seq.*

236. Defendants have entered into an unlawful agreement in restraint of trade in violation of the West Virginia Code §§ 47-18-1, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout West Virginia; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout West Virginia; (3) Plaintiffs and members of the Damages Class, including those who resided in West Virginia and/or purchased Radiators or vehicles in West Virginia, were deprived of free and open competition, including in West Virginia; and (4) Plaintiffs and members of the Damages Class, including those who resided in West Virginia and/or purchased vehicles or Radiators in West Virginia, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, including in West Virginia.

(b) During the Class Period, Defendants' illegal conduct had a substantial effect on West Virginia commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of West Virginia §§ 47-18-1, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under West Virginia §§ 47-18-1, *et seq.*

237. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Wisconsin Statutes §§ 133.01, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Wisconsin; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Wisconsin; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period Defendants' illegal conduct had a substantial effect on Wisconsin commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Wisconsin Stat. §§ 133.01, *et seq.* Accordingly, Plaintiffs and members of the Damages Class seek all relief available under Wisconsin Stat. §§ 133.01, *et seq.*

238. Plaintiffs and members of the Damages Class in each of the above states have been injured in their business and property by reason of Defendants' unlawful combination, contract, conspiracy, and agreement. Plaintiffs and members of the Damages Class have paid more for Radiators and vehicles containing Radiators than they otherwise would have paid in the absence of Defendants' unlawful conduct. This injury is of the type the antitrust laws of the above states were designed to prevent and flows from that which makes Defendants' conduct unlawful.

239. In addition, Defendants have profited significantly from the aforesaid conspiracy. Defendants' profits derived from their anticompetitive conduct come at the expense and detriment of the Plaintiffs and the members of the Damages Class.

240. Accordingly, Plaintiffs and the members of the Damages Class in each of the above jurisdictions seek damages (including statutory damages where applicable), to be trebled or otherwise increased as permitted by a particular jurisdiction's antitrust law, and costs of suit, including reasonable attorneys' fees, to the extent permitted by the above state laws.

THIRD CLAIM FOR RELIEF

Violation of State Consumer Protection Statutes on behalf of Plaintiffs and the Damages Class

241. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

242. Defendants knowingly engaged in unlawful, unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices in violation of the state consumer protection and unfair competition statutes listed below.

243. Defendants have knowingly entered into an unlawful agreement in restraint of trade in violation of the Arkansas Code Annotated, § 4-88-101.

(a) Defendants knowingly agreed to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling, and/or maintaining at non-competitive and artificially inflated levels, the prices at which Radiators were sold, distributed, or obtained in Arkansas and took efforts to conceal their agreements from Plaintiffs and members of the Damages Class.

(b) The aforementioned conduct on the part of the Defendants constituted "unconscionable" and "deceptive" acts or practices in violation of Arkansas Code Annotated, § 4-88-107(a)(10).

(c) Defendants' unlawful conduct had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Arkansas; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Arkansas; (3) Plaintiffs and the members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and the members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(d) During the Class Period, Defendants' illegal conduct substantially affected Arkansas commerce and consumers.

(e) As a direct and proximate result of the unlawful conduct of the Defendants, Plaintiffs and the members of the Damages Class have been injured in their business and property and are threatened with further injury.

(f) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Arkansas Code Annotated, § 4-88-107(a)(10) and, accordingly, Plaintiffs and the members of the Damages Class seek all relief available under that statute.

244. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of California Business and Professions Code § 17200, *et seq.*

(a) During the Class Period, Defendants marketed, sold, or distributed Radiators in California, and committed and continue to commit acts of unfair competition, as defined by Sections 17200, *et seq.* of the California Business and Professions Code, by engaging in the acts and practices specified above.

(b) During the Class Period, Defendants' illegal conduct substantially affected California commerce and consumers.

(c) This claim is instituted pursuant to Sections 17203 and 17204 of the California Business and Professions Code, to obtain restitution from these Defendants for acts, as alleged herein, that violated Section 17200 of the California Business and Professions Code, commonly known as the Unfair Competition Law.

(d) The Defendants' conduct as alleged herein violated Section 17200. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants, as alleged herein, constituted a common, continuous, and continuing course of conduct of unfair competition by means of unfair, unlawful, and/or fraudulent business acts or practices within the meaning of California Business and Professions Code, Section 17200, *et seq.*, including, but not limited to, the following: (1) the violations of Section 1 of the Sherman Act, as set forth above; (2) the violations of Section 16720, *et seq.*, of the California Business and Professions Code, set forth above;

(e) Defendants' acts, omissions, misrepresentations, practices, and nondisclosures, as described above, whether or not in violation of Section 16720, *et seq.*, of the California Business and Professions Code, and whether or not concerted or independent acts, are otherwise unfair, unconscionable, unlawful or fraudulent;

(f) Defendants' acts or practices are unfair to purchasers of Radiators (or vehicles containing them) in the State of California within the meaning of Section 17200, California Business and Professions Code; and

(g) Defendants' unlawful conduct had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout California; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout California; (3) Plaintiffs and members of the Damages Class, including those who resided in California and/ or purchased Radiators or vehicles in California, were deprived of free and open competition, including in California; and (4) Plaintiffs and members of the Damages Class, including those who resided in California and/or purchased Radiators or vehicles in California, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, including in California.

(h) Defendants' acts and practices are unlawful, fraudulent or deceptive within the meaning of Section 17200 of the California Business and Professions Code.

(i) The illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future.

(j) The unlawful, fraudulent, deceptive, and unfair business practices of Defendants, and each of them, as described above, have caused and continue to cause Plaintiffs and the members of the Damages Class to pay supracompetitive and artificially-inflated prices for Radiators (or vehicles containing them). Plaintiffs and the members of the Damages Class suffered injury in fact and lost money or property as a result of such unfair competition.

(k) As alleged in this Complaint, Defendants and their co-conspirators have been unjustly enriched as a result of their wrongful conduct and by Defendants' unfair competition. Plaintiffs and the members of the Damages Class are accordingly entitled to equitable relief including restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been obtained by Defendants as a result of such business practices, pursuant to the California Business and Professions Code, Sections 17203 and 17204.

245. Defendants have engaged in unfair competition or unlawful, unfair, unconscionable, or deceptive acts or practices in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*

(a) Defendants' unlawful conduct had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Florida; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Florida; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators.

(b) During the Class Period, Defendants' illegal conduct substantially affected Florida commerce and consumers.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) Defendants have engaged in unfair competition or unlawful, unfair or deceptive acts or practices in violation of Florida Stat. § 501.201, *et seq.*, and, accordingly, Plaintiffs and members of the Damages Class seek all relief available under that statute.

246. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of the New Mexico Stat. § 57-12-1, *et seq*.

(a) Defendants agreed to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling and/or maintaining at non-competitive and artificially inflated levels, the prices at which Radiators were sold, distributed, or obtained in New Mexico and took efforts to conceal their agreements from Plaintiffs and members of the Damages Class.

(b) Plaintiffs were not aware of Defendants' price-fixing conspiracy and were therefore unaware that they were being unfairly and illegally overcharged. There was a gross disparity of bargaining power between the parties with respect to the price charged by Defendants for Radiators. Defendants had the sole power to set that price and Plaintiffs had no power to negotiate a lower price. Moreover, Plaintiffs lacked any meaningful choice in purchasing Radiators because they were unaware of the unlawful overcharge and because they had to purchase Radiators in order to be able to operate their vehicles. Defendants' conduct with regard to sales of Radiators, including their illegal conspiracy to secretly fix the price of Radiators at supracompetitive levels and overcharge consumers, was substantively unconscionable because it was one-sided and unfairly benefited Defendants at the expense of Plaintiffs and the public. Defendants took grossly unfair advantage of Plaintiffs.

(c) The aforementioned conduct on the part of the Defendants constituted "unconscionable trade practices," in violation of N.M.S.A. § 57-12-3, in that such conduct, *inter alia*, resulted in a gross disparity between the value received by Plaintiffs and the members of the Damages Class and the prices paid by them for Radiators as set forth in N.M.S.A. § 57-12-2E, due to the inflated prices paid by Plaintiffs and Class members for vehicles and Radiators.

(d) Defendants' unlawful conduct had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout New Mexico; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New Mexico; (3) Plaintiffs and the members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and the members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(e) During the Class Period, Defendants' illegal conduct substantially affected New Mexico commerce and consumers.

(f) As a direct and proximate result of the unlawful conduct of the Defendants, Plaintiffs and the members of the Damages Class have been injured in their business and property and are threatened with further injury.

(g) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of New Mexico Stat. § 57-12-1, *et seq.*, and, accordingly, Plaintiffs and the members of the Damages Class seek all relief available under that statute.

247. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of N.Y. Gen. Bus. Law § 349, *et seq*.

(a) Defendants agree to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which Radiators were sold, distributed, or obtained in New York and took efforts to conceal their agreements from Plaintiffs and members of the Damages Class.

(b) Defendants deceptively led purchasers, such as Plaintiffs and Class members, to believe that the Radiators they had purchased as replacements and inside vehicles had been sold at legal competitive prices, when they had in fact been sold at collusively obtained inflated prices, that were passed on to them.

(c) The conduct of the Defendants described herein constitutes consumer-oriented deceptive acts or practices within the meaning of N.Y. Gen. Bus. Law § 349, which resulted in injuries to purchasers and broad adverse impact on the public at large, and harmed the public interest of New York State in an honest marketplace in which economic activity is conducted in a competitive manner.

(d) Because of Defendants' unlawful trade practices in the State of New York, New York purchasers who indirectly purchased Radiators were misled to believe that they were paying a fair price for Radiators or the price increases for Radiators were for valid business reasons; and similarly situated purchasers were potentially affected by Defendants' conspiracy.

(e) Defendants' unlawful conduct had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout New York; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New York; (3) Plaintiffs and members of the Damages Class, who resided in and/or made purchases of vehicles or Radiators in New York, were deprived of free and open competition and were subject to Defendants' deceptive practices, including in New York; and (4) Plaintiffs and members of the Damages Class, who resided in and/or made purchases of vehicles and Radiators in New York, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators, and were subjected to Defendants' deceptive practices, including in New York.

(f) Defendants knew that their unlawful trade practices with respect to pricing Radiators would have an impact on all purchasers in New York and not just the Defendants' direct customers.

(g) Defendants knew that their unlawful trade practices with respect to pricing Radiators would have a broad impact, causing class members who indirectly purchased Radiators to be injured by paying more for Radiators than they would have paid in the absence of Defendants' unlawful trade acts and practices.

(h) During the Class Period, Defendants marketed, sold, or distributed Radiators in New York and their illegal conduct substantially affected New York commerce and New York purchasers.

(i) During the Class Period, each of the Defendants named herein, directly, or indirectly and through affiliates they dominated and controlled manufactured, sold, and/or distributed Radiators in New York.

(j) Plaintiffs and members of the Damages Class seek all relief available pursuant to N.Y. Gen. Bus. Law § 349(h).

248. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of North Carolina Gen. Stat. § 75-1.1, *et seq.*

(a) Defendants agree to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which Radiators were sold, distributed, or obtained in North Carolina and took efforts to conceal their agreements from Plaintiffs and members of the Damages Class.

(b) The conduct of the Defendants described herein constitutes consumer-oriented deceptive acts or practices within the meaning of North Carolina law, which resulted in injuries to purchasers of Radiators and vehicles, and broad adverse impact on the public at large, and harmed the public interest of North Carolina purchasers in an honest marketplace in which economic activity is conducted in a competitive manner.

(c) Defendants' unlawful conduct had the following effects upon purchasers of Radiators in North Carolina: (1) Radiators price competition was restrained, suppressed, and eliminated throughout North Carolina; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout North Carolina; (3) Plaintiffs and members of the Damages Class, including those who resided in North Carolina and/or purchased Radiators or vehicles in North Carolina, were deprived of free and open competition including in North Carolina; and (4) Plaintiffs and members of the Damages Class, including those who resided in North Carolina and/or purchased Radiators or vehicles in North Carolina, paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators including in North Carolina.

(d) During the Class Period, Defendants' illegal conduct substantially affected North Carolina commerce and purchasers of Radiators and vehicles.

(e) Defendants' price-fixing conspiracy could not have succeeded absent deceptive conduct by Defendants to cover up their illegal acts. Secrecy was integral to the formation, implementation and maintenance of Defendants' price-fixing conspiracy. Defendants committed inherently deceptive and self-concealing actions, of which Plaintiffs could not possibly have been aware.

(f) During the Class Period, each of the Defendants named herein, directly, or indirectly and through affiliates they dominated and controlled, manufactured, marketed, sold and/or distributed Radiators in North Carolina.

(g) Plaintiffs and members of the Damages Class seek actual damages for their injuries caused by these violations in an amount to be determined at trial and are threatened with further injury. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of North Carolina Gen. Stat. § 75-1.1, *et seq*., and, accordingly, Plaintiffs and members of the Damages Class seek all relief available under that statute.

249. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.*

(a) Defendants' combinations or conspiracies had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout South Carolina; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout South Carolina; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supracompetitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(b) During the Class Period, Defendants' illegal conduct had a substantial effect on South Carolina commerce.

(c) As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Class have been injured in their business and property and are threatened with further injury.

(d) Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.C. Code Ann. §§ 39-5-10, *et seq.*, and, accordingly, Plaintiffs and the members of the Damages Class seek all relief available under that statute.

250. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of 9 Vermont § 2451, *et seq*.

(a) Defendants agreed to, and did in fact, act in restraint of trade or commerce in a market that includes Vermont, by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which Radiators were sold, distributed, or obtained in Vermont.

(b) Defendants deliberately failed to disclose material facts to Plaintiffs and members of the Damages Class concerning Defendants' unlawful activities and artificially inflated prices for Radiators. Defendants owed a duty to disclose such facts, and Defendants breached that duty by their silence. Defendants misrepresented to all purchasers during the Class Period that Defendants' Radiators prices were competitive and fair.

(c) Defendants' unlawful conduct had the following effects: (1) Radiators price competition was restrained, suppressed, and eliminated throughout Vermont; (2) Radiators prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Vermont; (3) Plaintiffs and members of the Damages Class were deprived of free and open competition; and (4) Plaintiffs and members of the Damages Class paid supra-competitive, artificially inflated prices for Radiators and vehicles containing Radiators.

(d) As a direct and proximate result of the Defendants' violations of law, Plaintiffs and members of the Damages Class suffered an ascertainable loss of money or property as a result of Defendants' use or employment of unconscionable and deceptive commercial practices as set forth above. That loss was caused by Defendants' willful and deceptive conduct, as described herein.

(e) Defendants' deception, including their affirmative misrepresentations and omissions concerning the price of Radiators, likely misled all purchasers acting reasonably under the circumstances to believe that they were purchasing Radiators at prices set by a free and fair market. Defendants' misleading conduct and unconscionable activities constitute unfair competition or unfair or deceptive acts or practices in violation of 9 Vermont § 2451, *et seq.*, and, accordingly, Plaintiffs and members of the Damages Class seek all relief available under that statute.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment
on behalf of Plaintiffs and the Damages Class

251. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

252. Plaintiffs bring this claim under the laws of all states listed in the Second and Third Claims, *supra*. Plaintiffs also bring this claim under the laws of Missouri, Massachusetts, and Illinois on behalf of the Plaintiffs who have their primary places of business in those three states and the class members in those three states.

253. As a result of their unlawful conduct described above, Defendants have and will continue to be unjustly enriched. Defendants have been unjustly enriched by the receipt of, at a minimum, unlawfully inflated prices and unlawful profits on sales of Radiators.

254. Defendants have benefited from their unlawful acts and it would be inequitable for Defendants to be permitted to retain any of the ill-gotten gains resulting from the overpayments made by Plaintiffs or the members of the Damages Class for Radiators.

255. Plaintiffs and the members of the Damages Class are entitled to the amount of Defendants' ill-gotten gains resulting from their unlawful, unjust, and inequitable conduct. Plaintiffs and the members of the Damages Class are entitled to the establishment of a constructive trust consisting of all ill-gotten gains from which Plaintiffs and the members of the Damages Class may make claims on a pro rata basis.

256. Pursuit of any remedies against the firms from whom Plaintiffs and the Class members purchased vehicles containing Radiators and Radiators subject to Defendants' conspiracy would have been futile, given that those firms did not take part in Defendants' conspiracy.

PRAYER FOR RELIEF

Accordingly, Plaintiffs respectfully request that:

A. The Court determine that this action may be maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, and direct that reasonable notice of this action, as provided by Rule 23(c)(2) of the Federal Rules of Civil Procedure, be given to each and every member of the Classes;

B. The unlawful conduct, contract, conspiracy, or combination alleged herein be adjudged and decreed:

(a) An unreasonable restraint of trade or commerce in violation of Section 1 of the Sherman Act;

(b) A *per se* violation of Section 1 of the Sherman Act;

(c) An unlawful combination, trust, agreement, understanding, and/or concert of action in violation of the state antitrust and unfair competition and consumer protection laws as set forth herein; and

(d) Acts of unjust enrichment by Defendants as set forth herein.

C. Plaintiffs and the members of the Damages Class recover damages, to the maximum extent allowed under such laws, and that a joint and several judgment in favor of Plaintiffs and the members of the Damages Class be entered against Defendants in an amount to be trebled to the extent such laws permit;

D. Plaintiffs and the members of the Damages Class recover damages, to the maximum extent allowed by such laws, in the form of restitution and/or disgorgement of profits unlawfully gained from them;

E. Defendants, their affiliates, successors, transferees, assignees and other officers, directors, partners, agents, and employees thereof, and all other persons acting or claiming to act on their behalf or in concert with them, be permanently enjoined and restrained from in any manner continuing, maintaining, or renewing the conduct, contract, conspiracy, or combination alleged herein, or from entering into any other contract, conspiracy, or combination having a similar purpose or effect, and from adopting or following any practice, plan, program, or device having a similar purpose or effect;

F. Plaintiffs and the members of the Damages Class be awarded restitution, including disgorgement of profits Defendants obtained as a result of their acts of unfair competition and acts of unjust enrichment;

G. Plaintiffs and the members of the Classes be awarded pre- and post- judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this Complaint;

H. Plaintiffs and the members of the Classes recover their costs of suit, including reasonable attorneys’ fees, as provided by law; and

I. Plaintiffs and members of the Classes have such other and further relief as the case may require and the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues so triable.

Dated: June 20, 2014.

Respectfully submitted,

s/ *Gerard V. Mantese*

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